

Personal Injury PROPOSAL FORM

2008

IMPORTANT NOTICE

1. This is a proposal for a contract of insurance, in which 'Proposer' means the individual or company proposing for cover; 'Proceedings' means the Proposer's intended legal proceedings; and 'Appointed Representative' means the solicitor or firm of solicitors acting for the Proposer in the Proceedings.
2. This proposal must be completed by the Proposer and the Appointed Representative, as appropriate, and be signed and dated by both. All questions must be answered to enable a quotation to be given but completion does not bind the Proposer or any insurer to enter into any contract of insurance. If space is insufficient to answer any question fully, please attach a signed continuation sheet. The Proposer should retain a copy of the completed proposal (and any other supporting information) for future reference.
3. All facts material to the proposed insurance must be disclosed, fully and truthfully, to the best of the Proposer's and the Appointed Representative's respective knowledge and belief. Failure to do so may make the contract of insurance voidable or, in the event of a claim, severely prejudice the rights of the individual insured. A material fact is one likely to influence the insurer's assessment or acceptance of the proposal; if you are uncertain what may be a material fact, you should seek independent professional advice.
4. The Proposer and the Appointed Representative are recommended to request a specimen copy of the proposed insurance policy (or certificate) from LawAssist, a trading name of Amicus legal Limited and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover. The proposed insurance covers only those legal costs and disbursements that arise from the particular insured Proceedings, as specified in the policy or certificate.

COVER REQUIRED

- Conditional Fee Protection Plan – CFPP (Uninsured premium) *available to all solicitor's firms for CFA matters*
- Conditional Fee Protection Plan Plus – CFPP+ (Insured premium) *available to all solicitor's firms for CFA matters*
- Is the Appointed Representative's firm LawAssist Panel Member? Yes No

For details of how a firm can become a Panel Member please contact the LawAssist Marketing Dept on 01903 883811 or visit our website www.lawassist.co.uk

THE PROPOSER

1. Name
2. Address
3. Years at this address
4. Date of birth

THE APPOINTED REPRESENTATIVE

5. Firm Name
Address and DX
6. Tel No Fax No e-mail
7. Supervising partner
Fee earner

THE OPPONENT

8. Opponent's name
9. Legal Status:
Individual Partnership Body corporate (eg ltd co.) Other (please specify)
10. Please provide name of solicitors acting (if known)
11. Does the opponent have a CFA? Yes No Unknown
12. Is the opponent insured? Yes No Unknown
13. If Yes, name of insurer

The Proceedings

14. Date of incident

15. Date Appointed Representative instructed

16. Client introduced from: Private CMC Other (please state)

17. Is the claim Fast track Multi Track

18. Est. general damages £

Est. special damages £

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

20. Type of claim

RTA Workplace Injury Industrial Industrial Disease Slip or Trip Other PI

21. Brief details of injury and any other loss

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

(j) Is an advice 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

COSTS 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 £

Estimate of Defendant costs up to and including trial £

24. Has Proposer applied for alternative insurance in this case? Yes No

If Yes, what was the outcome of the application?

25. Has Proposer applied for public funding in this case? Yes No

If Yes, what was the outcome of the application? (Please provide details on a separate sheet)

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

27. Is this rate recoverable on assessment? Yes No

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

If Yes, please provide details separately

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

30. How has case been funded to date?

Privately By another insurer Public funding CFA from beginning BTE

31. If not a CFA from the beginning, why is a CFA being offered now?

THE CONDITIONAL FEE AGREEMENT (if applicable)

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

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

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

35. Success fee uplift (%)

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

37. Assured's premium:

Cheque

Deferred on application

INSURANCE REQUIRED How much cover is needed?

Limit of Indemnity
(Min £10,000)

Conditional Fee Protection Plan

Conditional Fee Protection Plan Plus

IMPORTANT – ENCLOSURES

Please tick as appropriate

• Client's detailed statement (compulsory for all applications)

• Statement of case

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

• Witness statements

• Party and party correspondence

• Pleadings

• Counsel's advice (including any adverse opinions)

• Your risk assessment

• Medical reports (including any adverse reports)

- Dimensions of defect (if tripping accident)
- Photo of defect (if tripping accident)

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 4 b) below, to the Appointed Representative and for the Appointed 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 4 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 Appointed Representative and for the Appointed 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 4 a) above.

Signed Date

Name

COMPLAINTS PROCEDURE

The proposed insurance:

- is arranged and administered by Amicus Legal Limited trading as LawAssist, 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

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