



Underwritten by:
Financial & Legal Insurance Company Ltd
 No 1 Lakeside
 Cheadle Royal Business Park
 Cheadle
 SK8 3GW

The Coverholder:
Law Link (ATE) Ltd
 DTE House
 Hollins Lane
 Hollins
 Bury BL9 8AT

We will provide You with legal expenses insurance cover under the terms of this Policy so long as (1) you have entered into a Conditional Fee Agreement with Your Solicitor and (2) You abide by all the terms and conditions set out in this Policy.

A Definitions and interpretations

Compensation

The sum the court of first instance awards to you or the sum that any of Your Opponents agree to pay to you in settlement of Your Claim. This does not include Your Solicitor's fees, Disbursements or other expenses.

Conditional Fee Agreement

This is the agreement that you have entered into with Your Solicitor which must be enforceable and must comply with all applicable laws, rules and regulations from time to time in force.

Coverholder

Where applicable, the party who has issued this Policy, as indicated on the Schedule.

Disbursements

Expenses reasonably incurred by You or Your Solicitor on your behalf in pursuing Your Claim and which You can reasonably expect to recover from Your Opponent, subject to the limit stated in the Policy Schedule. The Premium is a disbursement for the purposes of this Policy. The fees of any barrister instructed to deal with Your Claim are not a disbursement for the purposes of this Policy, unless We provide Our prior agreement in writing.

End of Your Claim

Your Claim will be deemed to have ended when either:

- All issues relating to liability for Your Claim and the amount of compensation to be paid have been resolved by either agreement with Your Opponent or by a decision by a court of first instance; or
- Where there is a claim for provisional damages the point at which the amount of any provisional damages award is agreed with Your Opponent or finalised in an Order by a court of first instance.

Period of Insurance

The period running from the day identified from the Schedule to either the End of Your Claim or the date on which the Policy is cancelled, whichever is the earlier.

Personal Injury

If You are claiming in respect of Your own injuries this means any impairment of Your physical or mental condition. If Your Claim arises from the death of someone else (with You acting as their personal representative), the expression relates to physical or mental impairment of that person. Where Your Claim arises as a litigation friend either by reason of the injury being suffered by a minor or a person lacking appropriate legal capacity the expression relates to the physical or mental impairment of that person.

Policy

This insurance Policy including any attached Schedule.

Premium

The amount you agree to pay us for this insurance inclusive of Insurance Premium Tax (IPT) as stated in the Policy Schedule.

Successful

Your Claim will be deemed successful if You are awarded or agree Compensation.

Schedule

Any schedule or schedules attached to this Policy.

Unsuccessful

Your claim will be deemed unsuccessful if you are not awarded or agree Compensation.

We/Us/Our

Financial & Legal Insurance Company Limited.

You/Your

The person insured under this Policy who is identified in the attached Schedule.

Your Claim

The claim(s) that you are making or intending to make against Your Opponent and which is identified in Your Conditional Fee Agreement.

Your Opponent

The persons or organisations whom You claim caused the Personal Injury.

Your Opponent's Costs

Fees or expenses Your Opponent incurs in defending Your Claim. Except where agreed in advance by us, the following are not opponent's costs for the purpose of this policy:

- Any fees or expenses incurred by Your Opponent before the beginning of the Period of Insurance.
- Any fees or expenses incurred by Your Opponent in making a counterclaim against You.
- Any success fee, insurance premium or equivalent sum claimed by Your Opponent.
- Any proportion of Your Opponent's Costs or expenses that becomes payable as a result of the court ordering You to pay costs on the indemnity basis or as a result of a wasted costs order.

Your Solicitor

The solicitor or firm of solicitors that You have instructed to deal with Your Claim as approved by Us.

Your Solicitor's Fees

The professional charges of Your Solicitor under the terms of the Conditional Fee Agreement.

B The maximum amount you are insured for

Under no circumstances will We pay more under this Policy than the maximum amount identified in the Schedule.

C What you are insured for

1 Provided that You have complied with the terms of this Policy and that Your Conditional Fee Agreement remains in force and that you have complied with its terms, We will provide You with benefits in accordance with the terms of this Policy.

2 We will pay:

- 2.1 Your Opponent's Costs if your Claim is Unsuccessful and You are ordered to pay them at the End of Your Claim.
- 2.2 The amount of Your Opponent's costs that you were ordered to pay before the End of Your Claim, as a result of an application made by your Opponent, upon Your Claim becoming Unsuccessful, unless the order was made due to improper conduct, delay, negligence or other prejudicial conduct by You or Your Solicitor.
- 2.4 The amount of Your Opponent's Costs that you are ordered to pay following an application that You made to the court with Our prior written consent.
- 2.5 Your Opponent's Costs that You, We and Your Solicitor all agree that You should pay.
- 2.6 Your Opponent's Costs where You, We and Your Solicitor all agree that Your Claim should be abandoned or discontinued and You are ordered to pay Your Opponent's Costs.
- 2.7 The amount of any adverse cost order made against You in favour of the person or organisation against which Your Claim is Successful.

3 We will pay Your Disbursements if:

- 3.1 Your Claim is Unsuccessful
- 3.2 You, We and Your Solicitor all agree that Your Claim should be abandoned or discontinued.

4 Our right of set-off

The court may from time to time order Your Opponent to pay some of Your Solicitor's Fees or Disbursements. If any such court orders are made, We will be entitled to set off any amount that Your Opponent is ordered to pay You against any amount that We are asked to pay under this Policy. This means that We will only pay the net balance after taking into account any cost orders made in Your favour. This set-off provision also applies when You make a claim under the Policy following discontinuance of Your Claim.

D What you are not insured for

1 The Policy does not cover:

- 1.1 any proceedings where Personal Injury was sustained in a country which was not, at the time that the Personal Injury was sustained, a member of the European Union.

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| <p>1.2 your Claim which is commenced in the Small Claims Track or which, following the issuing of proceedings, is subsequently referred to the Small Claims Track and this will apply to the Small Claims Track as defined by the Civil Procedure Rules 1998 and any subsequent revisions and amendments to them that either decrease or increase the minimum value of damages referred to for Personal Injury for pain, suffering and loss of amenity threshold.</p> <p>1.3 Your Claim if you have provided evidence in relation to Your Claim to Your Solicitor or to Us or any other person connected to Your Claim that is untruthful.</p> <p>1.4 Your Claim if it becomes a test case or is a case linked to and intended to follow a test case or is a case that is, could or should be pursued as part of a multi-party action unless We agree beforehand in writing.</p> <p>1.5 payment of the Premium as a Disbursement where the Premium cannot be recovered from Your Opponent because of the existence of Before the Event legal expense insurance.</p> <p>1.6 Your barrister's fees as a Disbursement unless we have provided Our prior written consent to such fees being incurred.</p> <p>1.7 the VAT element of any Disbursements or Your Opponent's Costs where either You or Your Solicitor can reclaim the VAT payable.</p> <p>1.8 claims subject to Scottish and Northern Irish law or claims brought in the Courts of Scotland and Northern Ireland.</p> <p>1.9 Disbursements incurred prior to the Period of Insurance</p> <p>1.10 any shortfall where Your Claim is Successful but You do not recover the full amount of any Disbursements from Your Opponent.</p> <p>1.11 claims arising directly or indirectly out of alleged clinical negligence.</p> <p>1.12 claims arising directly or indirectly out of alleged dental negligence.</p> <p>1.13 claims connected directly or indirectly with tobacco products.</p> <p>1.14 claims arising from libel or slander or for Personal Injuries sustained arising from libel or slander.</p> <p>1.14.1 claims arising directly or indirectly from:</p> <p>1.14.2 Ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste or from the construction from nuclear fuel;</p> <p>1.14.3 Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component;</p> <p>1.14.4 War, invasion act of enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power, civil disturbance or riot; or</p> <p>1.14.5 The failure of any computer, data processing and any other electric equipment or component including microchip, integrated circuits and similar devices and/any software to recognise, interpret or process any date as its true calendar date.</p> <p>2 We will not make any payments under this Policy if You abandon Your Claim unless We have given Our prior written consent.</p> <p>3 We will not pay Your Opponent's Costs that You are ordered to pay following an application made by You unless We gave Our prior written consent to the application being made.</p> <p>4 We will not pay the amount of Your Opponent's Costs that You are ordered to pay following an application made by Your Opponent until the End of Your Claim and only if Your Claim is Unsuccessful. In the event that We voluntarily pay such costs prior to the End of Your Claim, You will be liable to reimburse Us should Your Claim becomes Successful.</p> <p>5 We will not pay any part of Your Opponent's Costs where You are ordered to pay these Opponent's Costs because of a failure by You or Your Solicitor to comply with any pre-action protocol, court rule, practice direction or other court order.</p> <p>6 We will not pay any part of Your Opponent's Costs that become payable as a result of careless, negligent, improper or unreasonable conduct on the part of You or Your Solicitor.</p> <p>7 We will not make any payment under this Policy where Your liability would otherwise be covered by another Policy of Insurance. This term will apply unless We have agreed in writing to provide cover for amounts in excess of the limit of another insurance policy.</p> <p>8 We will not make any payments under this Policy if You end Your Conditional Fee Agreement without Our prior written agreement, Your Solicitor terminates Your Conditional Fee Agreement or Your Conditional Fee Agreement is amended with Our prior agreement.</p> <p>9 We will not make any payments under this Policy if you change Your Solicitor without Our prior written agreement.</p> <p>10 We will not make any payments under this Policy if at any time You or Your Solicitor give Us information that is not true, accurate or complete to the best of Your knowledge, information and belief.</p> | <p>11 We will not make any payments under this Policy if You have been fraudulent in anyway in relation to Your Claim.</p> <p>12 This Policy does not cover any process of appeal unless We and Your Solicitor both agree that cover should be extended for such purposes. We must give Our express agreement beforehand in writing.</p> <p>13 This Policy does not cover enforcement proceedings whether instigated before or after the End of Your Claim.</p> <p>14 This Policy does not cover any of Your Opponent's Costs that you are ordered to pay or agree to pay after Your Opponent has made a Part 36 offer unless We agreed in writing with your decision to reject the offer.</p> <p>15 We will not pay anything unrelated to Your Claim.</p> <p>16 We will not pay any Disbursements if in Our opinion they have been unreasonably or unnecessarily incurred.</p> <p>E Your obligations under the Policy</p> <p>You must:</p> <p>1 Pay Us the Premium at the point when Your Claim proves either Successful or Unsuccessful.</p> <p>2 Comply with the terms of this Policy.</p> <p>3 Give full, accurate and truthful information and instructions to Your Solicitor and to Us at all times.</p> <p>4 Co-operate with Us and with Your Solicitor and provide all information or documentation asked for.</p> <p>5 If We or Your Solicitor ask you to do something in a specified time, do it within that time and if no time limit is set You must deal promptly with the request.</p> <p>6 Comply with the CPR and any time limits imposed by the court and attend any court hearing at which Your Solicitor tells You Your presence is needed.</p> <p>7 Attend any appointments made for You in relation to Your Claim whether the meetings are with an expert witness, with Your Solicitor, with Your barrister or otherwise.</p> <p>8 Follow Your Solicitor's advice in relation to Your Claim and in particular in relation to any settlement offer made by Your Opponent.</p> <p>9 Make reasonable attempts to settle Your Claim before the issue of court proceedings.</p> <p>10 Before issuing proceedings, make Your Opponent a written settlement proposal complying with Part 36.5 of the Civil Procedure Rules or such other rules that may from time to time govern the making of such offers.</p> <p>11 Obtain Our consent to proceedings being issued in relation to Your Claim.</p> <p>12 Give Your Solicitor permission to show us all statements, records, reports, legal opinions or any other documents relating to Your Claim and to discuss Your Claim without limitation with Us, to include information that may be or is deemed legally privileged.</p> <p>13 Take all reasonable steps to minimise the amount of Disbursements and any liability for Your Opponent's Costs.</p> <p>14 Permit Us to negotiate with Your Opponent over the amount of Your Opponent's Costs payable and conduct any cost assessment proceedings in Your name.</p> <p>15 Permit Us to recover in Your name any payments We have made under the Policy. You must assign to Us any rights or claims that You have against other parties from whom Our outlay might be recoverable. You must co-operate in the recovery process and take any steps that We consider to be reasonable.</p> <p>16 Notify Us promptly of any change in circumstance which, in Your Solicitor's opinion, reduces to less than 51% the prospects of:</p> <p>16.1 You receiving an award for Your Claim above the Small Claims Track limit; or</p> <p>16.2 You equalling or bettering at trial any settlement offer made by Your Opponent;</p> <p>16.3 Your Claim being Successful.</p> <p>17 Not change Your Solicitor without Our prior written consent.</p> <p>18 Notify us within 7 days of receiving a Part 36 offer.</p> <p>19 Notify us if Your Opponent challenges the amount of the Premium to be paid by them.</p> <p>20 Comply with the terms of Your Conditional Fee Agreement</p> <p>F Our Right to cancel</p> <p>1 We may cancel the Policy with immediate effect if.</p> <p>1.1 Your failure to comply with any of Your obligations under the Policy causes prejudice to Insurers.</p> <p>1.2 You decline to accept Your Solicitor's advice about settling Your Claim.</p> <p>1.3 You decline to discontinue Your Claim once You have been advised by Your Solicitor that the prospects reduce to less than 51% of:</p> <p>1.3.1 You receiving an award for Your Claim above the Small Claims Track Limit; or</p> <p>1.3.2 You equalling or bettering at trial any settlement offer made by Your Opponent.</p> |
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- 1.3.3 Your Claim being Successful.
- 2 If We cancel the Policy for any of the reasons set out above:
- 2.1 We will not be liable to make any payments under the Policy.
- 2.2 You will have to repay to Us any sums We have paid out under the Policy.
- 2.3 We will be entitled to claim from You the Premium due at the date of cancellation.
- 3 During the Period of Insurance We may form the view that:
- 3.1 You have a less than 51% chance of receiving an award for Your Claim above the Small Claims limit; or
- 3.1.2 You should accept a settlement proposal put forward by Your Opponent; or
- 3.2 If at any point We form such a view We will write to Your Solicitor informing of Our reasoning and of Our wish to cancel the Policy.
- 3.3 Your Solicitor will have 7 days from receipt of Our letter to put forward a written response.
- 3.4 If Your Solicitor agrees with Our view, they will advise You accordingly.
- 3.5 If Your Solicitor disagrees with Our view, We will (at Your request) obtain an opinion from an independent barrister who specialises in personal injury work. If We, You and Your Solicitor cannot agree which barrister to instruct We will ask the Chairman of the Bar Council to nominate one.
- 3.7 If the barrister's opinion supports Our view We will cancel the Policy with immediate effect. Following cancellation on such circumstances:
- 3.7.1 We will be entitled to keep or claim from You the Premium.
- 3.7.2 We will not pay any Disbursements incurred by You after the date of cancellation or any of Your Opponent's Costs referable to any period after cancellation.
- 3.7.3 You must pay the barrister's fee.
- 3.8 If the barrister's opinion supports Your Solicitor's view:
- 3.8.1 We will not cancel the Policy for the reasons which We gave in Our letter to Your Solicitor.
- 3.8.2 We will pay the barrister's fee.
- 4 If Your Claim is abandoned or discontinued by agreement between Us and Your Solicitor within 90 days of the start date of the Period of Insurance then this Policy will be deemed not to have ever come into force. You will not be liable to pay the Premium and We will be entitled to reclaim any payments made to You prior to the date the claim is withdrawn.

G Your right to cancel

- You may cancel this Policy at any time. If You choose to cancel;
- a) We will not be liable to make any payments under the Policy;
- b) You will have to repay to Us any sums We have paid out under the Policy; and
- c) We will be entitled to keep or claim from You the Premium.

H Change of solicitor

- 1 You will not be in breach of Your obligation under this Policy if You obtain Our prior written consent to any change of solicitor. If We agree to changing Your Solicitor, references in this Policy to Your Solicitor will, from the date of such transfer, apply to Your new solicitor.
- 2 In the event that We do not consider Your Solicitors are handling Your Claim appropriately or diligently, We may require You to transfer Your Claim to another solicitor at Our discretion.

I Miscellaneous Points

- 1 This Policy contains all of the terms agreed between You and Us. Any variation or extension of the terms of the Policy will only be effective if made in writing and signed by one of Our appointed and authorised officers.
- 2 We may from time to time choose not to immediately enforce a right that We have under the Policy. Any such delay on Our part will not amount to acquiescence or waiver and We reserve the right at any time to enforce Our strict legal rights.

J Fraud

- 1 Any dishonest or fraudulent conduct on Your part will render this Policy null and void. We will be released from all Our obligations under the Policy and You will have to reimburse Us for any payments that We have made under this Policy.
- 2 If You or Your Solicitor make any claim under this Policy which You or Your Solicitor know or ought to know to be false or fraudulent in any way, this Policy will be cancelled ab initio and all rights that You have under this Policy and the Premium will be forfeit. We will be entitled to recover from You any payments We have previously made.

K Other people or organisations

- 1 We will not be bound by any agreements between
- a) You and Your Solicitor; or

- b) You and any other person.
- 2 No other person or organisation will have any right to enforce any term of this Policy by reason of the Contract (Rights of Third Parties Act) 1999 but any rights of third parties other than those under this Act will remain in full force and effect.

L Data Protection

- 1 You agree that any personal information You provide to Us will be processed in compliance with the provisions of the Data Protection Act 1998 for the purpose of insurance and handling claims, if any, which may necessitate providing information to third parties.
- 2 We collect and maintain personal information in order to underwrite and administer the Policies of Insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary. Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with our agents in the administration of this Policy. Under the terms of the Data Protection Act 1998, You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.
- 3 The above principles apply whether We hold Your information on paper or in electronic form.

M Arbitration

- 1 Any disputes between the parties to this Policy as to the interpretation or application of this Policy will be referred to a single arbitrator whose decision will be final. The arbitrator will be agreed between the parties and in the absence of agreement will be appointed by the Chairman of the Bar Council for the time being. The cost of the arbitration will be borne by the unsuccessful party.
- 2 Every notice which needs to be given under this Policy must be given in writing. Notice to Us must be to our Head Office and to You to Your last known address.

N Governing Law

This Policy will be governed interpreted and construed in all respects according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

Enquiries or complaints

If You are not happy with any part of the service that You have received, You should initially contact the Law Link (ATE) Ltd at DTE House, Hollins Lane, Hollins, Bury BL9 8AT. They will send You a response in 10 working days or write and tell You when You will receive a response.

If You are still not satisfied then You can refer the matter to

The Compliance & Technical Support Manager
Financial & Legal Insurance Company Limited
No 1 Lakeside
Cheadle Royal Business Park
Cheadle
SK8 3GW

You should quote Your Policy number and the name and address of Your Solicitor.

If We cannot resolve Your complaint You may refer it to the Financial Ombudsman Service which will review Your complaint. The address You should write to is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone 0845 080 1800

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. If the Insurer is unable to meet its obligations under this policy You may be entitled to compensation from the Financial Services Compensation Scheme.