

Policy summary

This document is a summary of the Justice Plus insurance policy and its main benefits and limitations. The summary does not contain the full terms, conditions and exclusions, which you can find only in the policy and its schedule. This insurance is for private individuals who have suffered a personal injury.

The policy runs alongside the Conditional Fee Agreement that you have made with your solicitor to insure you against future costs and payments. The premium for the policy is payable following a final judgment by the court, settlement of your claim or if your policy ends for any reason.

The insurer is DAS Legal Expenses Insurance Company Limited of DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Amicus Legal Limited (Amicus) administer the insurance for you through your solicitor.

Main features and benefits

The policy covers your insurance premium, any renewal premium and barrister's fees as shown in the explanation of disbursements under the heading 'Definitions' in your Justice Plus policy.

You will find full details of the insurance under the heading 'You are insured for' in your Justice Plus policy. The policy provides cover to pay for your opponent's costs and your own disbursements (such as insurance premium, barrister's fees, court fees, expert fees, accident report fees) if:

- a court makes a final judgment against you
- you, your solicitor and Amicus agree to withdraw your claim.

The policy also provides cover to pay for your opponent's costs if:

- the court awards you compensation that is less than or equal to a previous offer by your opponent
- there is a final judgment in your favour.

The policy also gives you access to a Counselling Helpline 24 hours a day, 365 days a year while the cover lasts.

Main exclusions and limitations

The most that the policy will pay is shown in the policy schedule.

The exclusions are shown under the heading 'You are not insured for' in the policy document and they include:

- your solicitor's fees
- your barrister's fees over £2,000. Barrister's fees are not covered if no proceedings are issued
- any claim where another insurance is in place.

Your responsibility for paying the premium if it is not fully or partly recovered from your opponent is explained under the heading 'Your responsibilities'.

The section 'Cancellation of this insurance' says that the insurer will cancel the policy and not refund the premium if:

- you fail to meet your responsibilities
- you refuse without good reason to withdraw your claim
- you refuse without good reason to accept your solicitor's advice to settle with your opponent.

The insurer may also cancel if your solicitor breaches their obligations.

For the insurer to cover your claim, there must be reasonable prospects of success. This is explained under the heading 'Prospects of success' in the policy wording.

How long the insurance lasts

The policy begins when you have agreed to pay the premium when required and your solicitor has given you the policy and its schedule after the start of the Conditional Fee Agreement with your solicitor.

The cover ends when your claim is concluded by:

- a court decision; or
- by an agreement to settle; or
- by the legal proceedings being abandoned with the agreement of your solicitor and Amicus.

Cost of the insurance

You will be told how much the premium will be before cover begins and you receive an insurance policy. You will also be told of any renewal premium that may become due at the annual anniversary of the policy, if any. The premium amount will be shown in the insurance schedule.

How to make a claim

Amicus is authorised to act as the insurer's claims handlers for this policy. Your solicitor must notify us as soon as possible and within three months of the event giving rise to a claim. Your solicitor should write to:

80e
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
Telephone: 0870 241 1345

Your right to cancel

You have the right to cancel the Justice Plus policy within 14 days of the date you receive your policy documents. If you cancel, you will receive a full refund of any premium you have paid. To cancel, please inform your solicitor in writing.

Compensation

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurer cannot meet its obligations. Further information about the scheme is available from the FSCS:

The Financial Services Compensation Scheme
7th Floor
Lloyd's Chambers
Portoken Street
London
E1 8BN
Telephone: 020 7892 7300

Governing Law

The policy is governed by the law of England and Wales.

If you have a complaint

Amicus and the insurer are committed to providing a first-class service at all times. A copy of the internal complaint handling procedure for Amicus and the insurer is available on request. If you wish to complain, please write first to:

80e Operations Manager,
80e
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
Telephone: 0870 241 1345

If the complaint is not resolved to your satisfaction, then you may refer the matter to:

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
Telephone: 0117 934 0066

If a complaint remains unresolved, you can ask the Financial Ombudsman Service to review the case within six months of the final decision. The address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800
www.financial-ombudsman.org.uk

The decision of the Financial Ombudsman Service is binding on Amicus and the insurer, but you are free to reject it without this affecting your legal rights.

Role of Amicus

Amicus does not advise individuals about the suitability of its policies for their particular needs. Amicus acts for only one insurer, DAS Legal Expenses Insurance Company Limited, for this type of insurance. Amicus has not reviewed other policies available to cover this type of risk. Information about the policy is provided only to solicitors, and it is the solicitors' role to explain the cover to their clients.

The registered office for Amicus Legal Limited is: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 3524185.

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

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