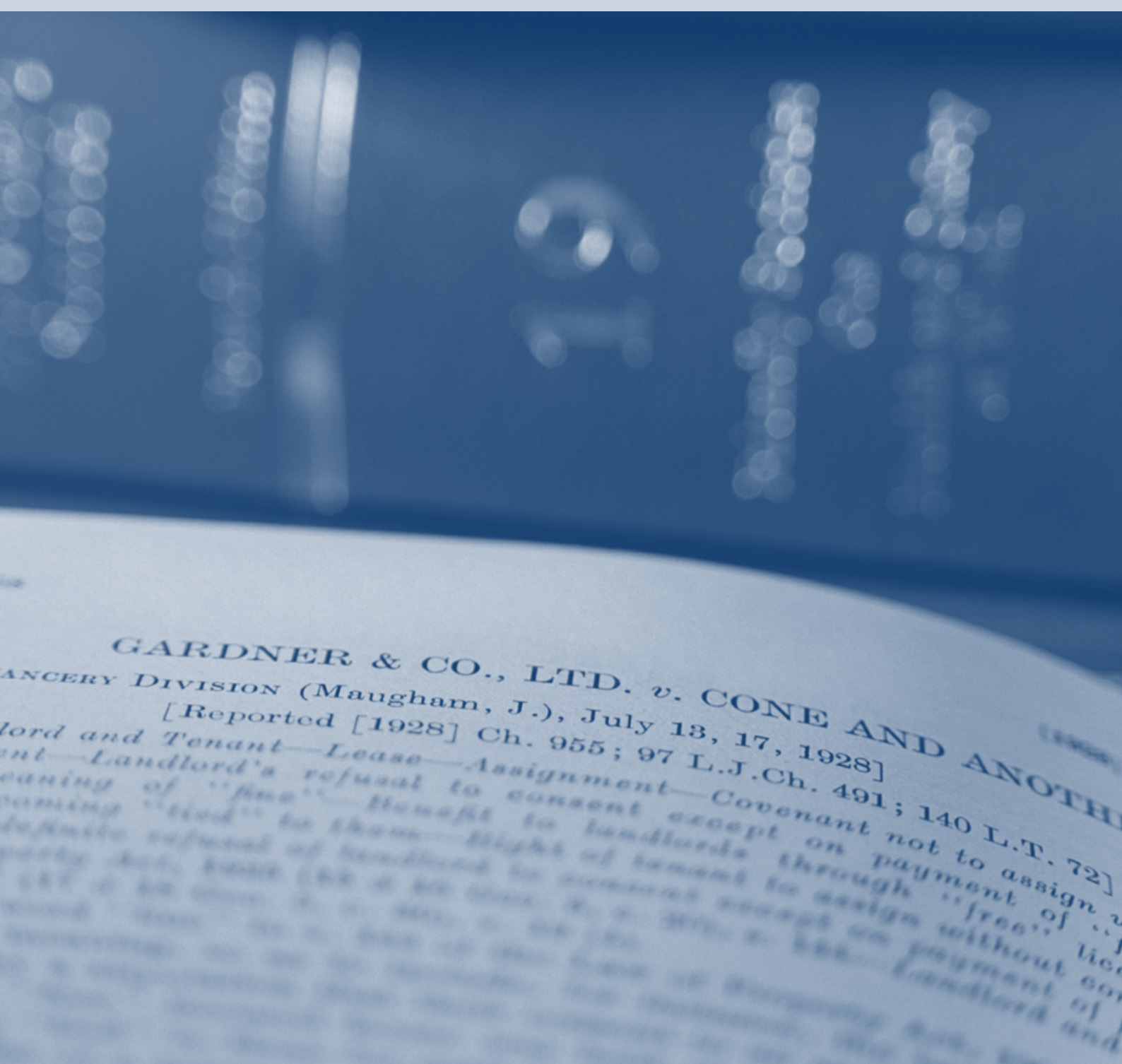




*Welcome to*

# AMICUS JUSTICE





# AMICUS JUSTICE

## Policy Wording

### Demands and Needs Statement

This insurance is designed to meet the demands and needs of private individuals who have suffered a personal injury. This policy will protect them against future costs and disbursements as described in the policy, provided that they have made a Conditional Fee Agreement with a solicitor. This policy will provide you with insurance cover as set out below, in return for payment of your premium and any relevant renewal premiums.

### Definitions

#### Amicus/We/Us/Our

Amicus Legal Limited, who have arranged this insurance and who will administer it on The Insurer's behalf.

#### The Insurer

DAS Legal Expenses Insurance Company Limited of DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274.

#### Your Claim

Your Claim for compensation for Personal Injury for which You have made a Conditional Fee Agreement with Your Solicitor.

#### Personal Injury

A disease or an impairment of Your physical or mental condition or Your death for which compensation can be claimed.

#### Conditional Fee Agreement

The Agreement between You and Your Solicitor relating to paying Your Solicitor's fees for Your Claim for compensation for Personal Injury. The Agreement must provide that Your Solicitor will not charge a fee if You fail to recover compensation.

#### You/Your

The person or persons named in the Schedule as the insured.

#### Your Solicitor

The Solicitor's Firm named in the Schedule.

#### Opponent

The party or parties from whom You are claiming compensation, named in the Schedule and/or Endorsement.

#### The Terms of Business Agreement

The document containing Your Solicitor's obligations to Us and The Insurer.

#### Schedule

The Schedule attached to this policy.

#### Endorsement

An additional non-standard policy wording which changes the policy wording and/or Schedule.

#### Opponent's Costs

The reasonable costs and reasonable disbursements of Your Opponent's solicitors.

#### Disbursements

Reasonable payments that Your Solicitor makes in pursuing Your Claim, apart from barristers' fees and the insurance premium and any relevant renewal premiums.

### You are insured for

- 1 Your Opponent's Costs following a final judgment against You and a court order to pay them.
- 2 Your Opponent's Costs following an award of compensation to You by the court which is less than or equal to an offer of settlement by Your Opponent, and an order by the court to pay them.
- 3 Your Opponent's Costs following an order by the court to pay them or an agreement to pay them if You, Your Solicitor and We agree to withdraw Your Claim.
- 4 Your Opponent's Costs following a final judgment in Your favour and an order by the court to pay them.
- 5 Disbursements following a final judgment of the court against You or an agreement by You, Your Solicitor and Us to withdraw Your Claim.

Your Claim for compensation must arise from a personal injury suffered in any country of the European Union for proceedings brought within the jurisdiction of the courts of England and Wales.

### The most that the insurer will pay

The most that The Insurer will pay under this insurance is shown in the Schedule.

### You are not insured for:

- 1 Your Claim if You abandon or withdraw it without Your Solicitor's and Our agreement or if Your Conditional Fee Agreement ends.
- 2 Your Claim if You fail to pay Your premium or renewal premium.
- 3 Opponent's Costs and Disbursements incurred before the date of issue of this policy shown in the Schedule.

- 4 Any claim brought or any claim that should have been brought as a small claim in the County Court.
- 5 Opponent's Costs and Disbursements arising through Your or Your Solicitor's failure to comply with any protocol or court order.
- 6 Any claim arising from tobacco.
- 7 Your Claim arising from libel or slander or the mental effect or other consequences of libel or slander.
- 8 Your Solicitor's fees and Your barrister's fees.
- 9 Your Claim for which a legal expenses or other insurance policy is in place unless We have agreed to provide this insurance for amounts in excess of the limit of another insurance.
- 10 Any claim arising from fraud or dishonesty, including exaggeration.
- 11 An application for judicial review.
- 12 Any claim where You may be one of a number of people 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.
- 13 Any claim under this insurance, presented later than three months after the event giving rise to the claim.
- 14 Opponent's Costs and Disbursements incurred in enforcement proceedings unless You have prior written agreement from Us.
- 15 An appeal by You or any counterclaim against You unless You have prior written agreement from Us.
- 16 Opponent's Costs that You or Your Solicitor agree to pay unless You have prior written agreement from Us.
- 17 Opponent's Costs and Disbursements incurred after a part 36 offer has been made unless We have authorised Your Solicitor to reject the offer or payment and We have agreed that Your Claim should continue unless You have prior written agreement from Us.

## Your responsibilities

You must do the following:

- 1 Act in accordance with the terms of this insurance and accept that if You fail to do so, The Insurer may refuse to pay Your Claim.
- 2 Give full, proper and truthful information and instructions to Your Solicitor and to Us.
- 3 Co-operate with Your Solicitor in dealing with Your Claim.
- 4 Make every effort to attend medical or other expert examinations, court hearings and appointments.
- 5 Release all documents and advice, and agree to tell Your Solicitor to give Us any information We ask for, including legally privileged information. You must provide this information at Your expense.
- 6 Tell Your Solicitor to notify Us at important stages of Your Claim, as specified in the reporting form sent to Your Solicitor.

- 7 Provide Your Solicitor with the necessary information and instructions to enable Your Solicitor to comply with Your Solicitor's obligations to Us and The Insurer set out in the Terms of Business Agreement.
- 8 Help to minimise the cost of Your Claim under this insurance and co-operate with Us or with Our representative in agreeing or in assessing Opponent's Costs.
- 9 Agree that if The Insurer makes a payment under this insurance which can be recovered from another person, You will assign to The Insurer any rights or causes of action You have and allow The Insurer to recover in Your name any losses The Insurer suffers.

## Change of solicitor

You are free to choose a representative (by sending Us a suitably qualified person's name and address) if We agree to start legal proceedings and it becomes necessary for a lawyer to represent Your interests in those proceedings; or there is a conflict of interest. If We agree to You changing Your solicitor, the benefit of this insurance will be transferred to the Conditional Fee Agreement made with Your new solicitor.

## Cancellation of this insurance

The Insurer may cancel this insurance with immediate effect and will not refund any of Your premium if:

- 1 You fail to meet Your responsibilities
- 2 Your Solicitor advises that You do not have reasonable prospects of succeeding in Your Claim and You refuse without good reason to withdraw Your Claim
- 3 You refuse without good reason to accept Your Solicitor's advice to settle with Your Opponent. The Insurer will not pay for any Opponent's Costs and Disbursements incurred after the date of cancellation.

The Insurer may cancel this insurance with immediate effect if Your Solicitor breaches the obligations set out in the Terms of Business Agreement.

## Your right to cancel

You have the right to cancel this insurance within 14 days starting from the day 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.

## How to make a claim

Amicus is authorised to act as The Insurer's claims handlers for this policy. Your Solicitor must notify Us within three months of the event giving rise to the claim. Your Solicitor should write to:

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

## Prospects of success

If at any time We consider that You should abandon or withdraw the claim or accept an offer of settlement but You or Your Solicitor disagree, We will write to Your Solicitor giving Our reasons. In forming Our view We will take into account:

- a) the fact that a reasonable person without this insurance would not wish to pursue the claim further;
- b) the prospects of being able to enforce judgment;
- c) the amount of money at stake in proportion to the costs involved and costs estimated to be incurred.

Within 7 working days of receiving Our letter You may ask Us to obtain an opinion from an independent barrister on whom We both agree. If We cannot agree, We will ask the Chairman of the Bar Council to nominate one. You and We must accept that nomination. The Chairman's nomination will be binding on You and Us. If the independent barrister's opinion supports Our view, The Insurer will cancel this insurance with immediate effect. The Insurer will not pay for any Opponent's Costs and Disbursements incurred after the date of cancellation. Whoever loses the disagreement will have to pay the costs of the independent barrister's opinion. If You fail to ask Us to obtain an independent opinion within 7 working days of receiving Our letter, The Insurer will cancel this insurance with immediate effect. The Insurer will not pay for any Opponent's Costs and Disbursements incurred after the date of cancellation.

## Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. However, this does not affect any right or remedy of a third party which exists or is available other than under this Act.

## Dispute over handling of claim

If there is a disagreement about the way we handle a claim that is not resolved through the internal complaint handling procedure, You can contact the Financial Ombudsman Service for help.

## Governing Law

The contract for this insurance 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 can 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](http://www.financial-ombudsman.org.uk)

The decision of the Financial Ombudsman Service is binding on Us 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 their 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.

**T** 01903 883 811 **F** 01903 885 611 **E** [enquiries@amicuslegal.co.uk](mailto:enquiries@amicuslegal.co.uk) **W** [www.amicuslegal.co.uk](http://www.amicuslegal.co.uk)

