

TERMS OF BUSINESS AGREEMENT

Client Details

Name of client:

[] (“Client”) *(please insert your client’s name)*

Address of client:

[*(please insert your Client’s address)*

]

Date of cause of action:

[] *(please insert date)*

Parties

Amicus Legal Limited of The Old Exchange, 64 West Stockwell Street, Colchester, CO1 1HE (“Amicus”, “We”, “Us”, “Our”). The Financial Services Authority (“FSA”) register number is 302975.

[*(please insert your firm/company name)* Solicitors of *(please insert your firm/company address)* (“You”, “Your”).

Introduction

This Terms of Business Agreement (“Agreement”) sets out the terms on which We and DAS Legal Expenses Insurance Company Limited, FSA registered number: 02106 (“the Insurer”) provide the after the event insurance service for Your Client’s claim and Your obligations to Us and the Insurer. This Agreement applies to the insurance taken out in respect of the Client noted above. This Agreement will be effective for the duration of the insurance where the claim is accepted by Us, unless superseded by subsequent terms which are agreed between the Parties.

Our Service

Our permitting business is introducing, advising on and arranging contracts of insurance and assisting in their administration and performance. We can only offer after the event insurance from the Insurer.

Amicus and the Insurer are authorised and regulated by the FSA. This information can be checked on the FSA’s register by visiting their website www.fsa.gov.uk/register/firm or by contacting the FSA on 0845 606 1234. The Insurer is a member of the Association of British Insurers.

Upon receipt of Your instructions for an accepted claim We will place Your insurance with the Insurer. We will also advise You of any inability to provide insurance for Your Client’s claim.

Customer Clarification

The FSA regulations set out two types of customer, Retail and Commercial, and different levels of consumer protection apply to both. We have classified You as a Retail customer.

Cost of Our Service

We do not charge a fee for Our services but are remunerated by way of commission from the Insurer. The only exception to this is the assessment fee charged for clinical negligence claims. Where a clinical negligence claim is accepted the assessment fee will be off set against the premium.

Your indication will set out any other fees payable.

Policy Renewal

You will be provided with renewal terms for Your policy in writing not less than 21 days before the renewal date of Your policy. Attached to the renewal terms will be a statement of any changes to the terms of the policy including changes to information required under EU Directives.

Client Money

We are authorised to handle client money which will be held in a Statutory Trust Client Account.

Duty of Disclosure

It is important that any information made available by You to Us is accurate. It is Your responsibility to ensure all information provided is factually correct. Any failure to disclose material facts to the Insurer may invalidate Your Client's cover, either in part or in whole. Such facts material to the insurance are matters or information which may influence Us or the Insurer as to the acceptability or otherwise of Your proposal or continuance of Your cover.

Claims

You must notify Us as soon as possible and, in any event, within three months, of a claim or of circumstances that may give rise to a claim under the policy. We will provide You with assistance in submitting Your claim.

Administration

You must complete and sign an Application Form for each claim. You must also comply with the requirements set out in both the Application Form and the Solicitors' Reporting Form and provide any other information as may be requested, from time to time.

We will request an update from You at 6 monthly intervals and a response will be required within 14 days of each request. Failure to respond to an update request may result in the withdrawal of indemnity.

We reserve the right to request Your file for review at any time during the life of a claim.

Payment of Premium (Justice Plus)

You will pay to Us all premiums and renewal premiums, including Insurance Premium Tax, (“IPT”), due under the terms of the policy, as specified in the insurance schedule and renewal schedules, within 30 days of the claim settling, unless We agree otherwise in writing.

Recovery of Premium

If the premium should be challenged, please notify Us immediately as We will be able to assist with drafting Points of Reply. Please note You do not have authority to accept a reduction in the premium without Our prior written consent.

Client Protection

We and the Insurer maintain professional indemnity insurance for protection of clients and also require You to maintain appropriate indemnity insurance, in accordance with the rules and regulations of the Solicitors Regulation Authority.

Material Interests

We will inform You of any potential conflict of interest arising from Our business or that of the Insurer. In the event that such a conflict arises We will not undertake any further action until We have obtained Your consent to do so.

Complaints

Should You have any cause for complaint about the after event insurance service provided by Us or the Insurer You should contact Our CFI Manager at Our business address noted above or by telephone on 01206 731950. We will acknowledge Your complaint within five business days advising You who is dealing with the complaint and indicating when You may expect an answer. We will provide a formal written response within 20 business days from the date of receipt of the original complaint. If the complaint cannot be resolved within this timescale We will write with an explanation as to the process and the likely timescale involved.

Financial Services Compensation Scheme (“FSCS”)

The Insurer is covered by the FSCS. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or by calling 020 7892 7300.

Data Protection

It is expected that both Parties will comply with their obligations under the Data Protection Act 1998 as amended from time to time (the “DPA 1998”).

In particular You agree that:

- a) Personal information submitted by You or Your agents to Us shall only be used to pursue the claim for which it was supplied and for no other purpose;

- b) You must ensure that personal data must be kept secure and must be deleted or destroyed in accordance with Solicitors Regulation Authority guidelines; and
- c) You will obtain any necessary consents to enable personal information to be passed to Us, the Insurer and/or Our agents.

Both Parties shall provide such information (including personal information) as may be requested by the other Party to enable the other Party to respond to any requests it may receive under the terms of the DPA 1998.

Amicus will terminate this Agreement immediately if in Our reasonable opinion the provisions of the DPA 1998 are not complied with.

Application of Agreement

This Agreement will be governed by English Law.

Please sign, date and return this document to Us to confirm Your acceptance of the terms outlined above.

Signature (of person signing for and on behalf of firm):	
Name:	
Date:	
Position in firm or company:	