

ClaimSafe Insurance

Insurance Product Information Document

Leeward Insurance Company Limited | After The Event Legal Expenses Insurance

This Insurance Product Information Document is a summary – it does not form part of your policy. Your policy terms are in your Certificate of Insurance and at www.boxlegal.co.uk/downloads/claimsafepolicy.pdf

What is this type of insurance?

This is an After the Event ("ATE") legal expenses insurance policy that is purchased after your legal claim arises which, subject to the policy terms, covers the legal costs and expenses associated with pursuing a legal claim and/or court proceedings.



What is Insured?

In defined circumstances, the policy will pay both the legal costs of an opponent which you may become liable to pay and the disbursements which your solicitor incurs as a consequence of investigating, pursuing and litigating your legal claim, including Counsel's fees.



Are there any restrictions on cover?

- Cover is limited to the named type of legal claim and the specified event or cause of action.
- Costs or disbursements incurred before the policy start date are not covered.
- Total monetary cover is limited to the specified indemnity level.
- There may be limits on the level of expert report fees which your solicitor may incur on your behalf before court proceedings are issued.



What is not Insured?

- Claims based on incidents or actions you caused intentionally.
- Claims covered by any other legal expenses insurance.
- Subject to contrary written agreement: Appeals, test cases, consolidated actions or actions heard together which do not arise out of the same event or document, group actions or claims pursued under a Group Litigation Order.
- Defending an action, (but a Counterclaim by you is covered).
- If you are a partner, officer, member, consultant or employee of your solicitor (an "Associated Person"), or a spouse/live-in partner, parent, grandparent, child or grandchild of that Associated Person.

Subject to contrary written agreement, you are not covered:

- If you do not act in accordance with your solicitor's or barrister's advice.
- If either you or your solicitor do not conduct your claim properly, eg. either of you do not provide the necessary instructions or documents, or do not attend necessary appointments or hearings, or fail to keep costs and disbursements as low as reasonably possible.
- For your pre-application disclosure costs if both your application and your eventual claim are successful.
- If you are awarded some damages (your claim is "Successful") but the policy will pay your own disbursements if they are irrecoverable because they were incurred after you rejected a formal settlement offer and you later received a lower sum.
- If your specified solicitor ceases to act for you, the Insurer has the option to cease cover on your policy and you will not be entitled to claim on the policy for liabilities (or potential liabilities) incurred either before or after cover ceases.
- If you are fundamentally dishonest in pursuing your action for damages.
- If, you at any time do not have reasonable prospects (prospects exceeding a 50% likelihood) of a) success and b) an entitlement to damages exceeding the total of i) any disbursements you must pay out of your damages plus ii) the interest on any disbursement loan, plus iii) the policy premium.
- If, once proceedings are issued, the defendant does not have either substantial assets or a valid insurance policy which will cover the claim.



Where am I covered?

The policy only covers claims pursued in the courts of England and Wales. It does not cover claims pursued in other jurisdictions.



What are my obligations?

You must:

- Act in accordance with your solicitor's or barrister's advice, as well as the insurer's reasonable instructions.
- Both you and your solicitor must conduct your claim properly, ie. provide necessary instructions and documents, attend the necessary appointments or hearings, and keep adverse costs and your own disbursements as low as reasonably possible by:
 - a) not taking any inappropriate procedural step or action or failing to take a necessary procedural step or action.
 - b) not giving improper or unreasonable instructions or failing to give proper or reasonable instructions
 - c) taking all reasonable steps to avoid or limit claims on the policy.
- Provide the insurer and the policy broker with information about your claim and its progress, when asked to do so.
- Tell your insurer if your solicitor ceases to act for you.
- Tell your insurer as soon as you become aware of any fact or development which means that there is no longer a realistic prospect of your claim succeeding.



When and how do I pay?

The premium does not have to be paid by you until your claim is concluded. If borrowing has been arranged on your behalf, then your lender will pay the premium on your behalf at the time the policy is purchased. In either case, your solicitor will let you know the premium and arrange the premium payment.



When does the cover start and end?

The policy covers the risks incurred from the date it is purchased until the conclusion of your specified claim, including any assessment of costs.



How do I cancel the contract?

You have a right to cancel this policy within 14 days of receiving this document. This should normally be done via your solicitor but otherwise posted to Leeward Insurance Company Limited c/o Thomas Miller, Level 2, Samuel Harris House, 5-11 St. George's Street, Douglas, Isle of Man IM1 1AJ. No charge will be made for cancellation.

You can also cancel this policy up until your damages are agreed, for the following reasons:

- You have permanently abandoned your action.
- For motor claims - the defendant is untraced.
- You had another legal expenses policy before you purchased this one, which you are utilising as a result of that insurer confirming that it will cover your action.

This should again normally be done via your solicitor but otherwise posted to Leeward Insurance Company Limited as above.

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