

TEMPLE LITIGATION ADVANTAGE
INSURANCE FOR DISBURSEMENTS AND OPPONENT'S COSTS
Certificate of Insurance

In return for the payment of the Premium specified in the Schedule and based on any Information that the Insured, or anyone acting on their behalf, has provided to the Appointed Legal Representatives or to the Insurer, the Insurer will indemnify the Insured on the terms contained in this Certificate of Insurance. This Insurance will be managed by Temple Legal Protection Limited.

This is to certify that Insurance is provided by the Insurer in accordance with the terms and conditions set out in this Certificate and in any endorsements.

This contract is based on information provided in the proposal form. Any changes to information and/or new material information must be provided promptly to Temple or to the Appointed Legal Representative. Any provision of incomplete or inaccurate information or failure to provide new material information promptly may result in cancellation of this Insurance.

This Certificate has been signed on the authority of the Insurer.

Dated:

Claims Notification

Initial notification of a claim and request for a claim form must be made in writing by the Appointed Legal Representative to Temple at one of the following addresses:

Temple Legal Protection Limited, Portsmouth House, 1 Portsmouth Road, Guildford, Surrey GU2 4BL

or

Temple Legal Protection Limited, DX: 83188 Guildford

Telephone: 01483 577877 Facsimile: 01483 300943

SCHEDULE

Certificate No.

Temple /Firm/ 022009/ Your case ref

Insured:

Address:

Opponent:

Legal Action:

Period of Insurance:

From DD.MM.YYYY to the conclusion of the Legal Action (including proceedings for recovery of costs), subject to Operation of the Policy Clause 2.2 below.

Endorsements Applicable:

None

Appointed Legal Representative:

Coverholder:

Limit of Indemnity:

£100,000

	Premium:	Insurance Premium Tax @ 5%	Total Premium Payable:
(a) Prior to the issue of proceedings	£	£	£
(b) After proceedings issued but more than 45 days to trial	£	£	£
(c) Less than 45 days to trial and at trial	£	£	£

Certificate Reference: TEMPLE LITADV.022009

Temple Legal Protection Limited, Registered Office: Temple Court, Alfold, Surrey, GU6 8HG
Registered in England & Wales No. 3698194

THE RISKS THAT YOU ARE INSURED AGAINST

The Insurer agrees to indemnify the Insured in respect of any Claims made during the Period of Insurance up to the Limit of Indemnity:

- a) for Opponent's Costs in the Legal Action in the event that the Insured becomes liable to pay such costs either by order of the Court or because the Legal Action has been abandoned, discontinued or settled subject to the prior approval of Temple, which shall not be unreasonably withheld; and
- b) for the Insured's Disbursements in the Legal Action if the Insured becomes liable to pay Opponent's Costs by order of the Court or because the Legal Action has been abandoned, discontinued or settled with the prior approval of Temple, which shall not be unreasonably withheld.

THE MEANING OF WORDS USED IN THIS INSURANCE

Where the following words appear in this Certificate they shall mean: -

Appointed Legal Representative

A solicitor or firm of solicitors or other person or firm who has been accepted by Temple to act for the Insured in accordance with the terms of this Certificate.

Claim

A request by the Insured under the terms of this insurance for payment of Disbursements and / or Opponent's Costs. Any Claim or series of Claims arising out of the same Legal Action shall be regarded as one Claim.

Court

Any judge or judges, arbitrator or arbitrators or any other tribunal that hears the Legal Action within the Territorial Limits.

Disbursements

Fees and expenses, including the Premium, that have been reasonably incurred on behalf of the Insured in connection with the Legal Action which are not the subject of any contingent or conditional fee agreement, but not including (1) the Insured's counsel's fees (2) the Appointed Legal Representative's costs including VAT (3) any VAT to the extent that the Insured can recover such VAT from H.M. Customs and Excise (4) any referral fee or other fee paid to a claims management company or other third party relating to the purchase of a claim (5) any interest incurred as a result of the Insured entering into a Consumer Credit Act agreement or other loan arrangement .

Information

Written, oral or photographic information provided by the Insured or on behalf of the Insured in advance of the decision to issue a Certificate of Insurance to the Insured, and which the Appointed Legal Representative will retain and make available on demand to Temple.

Insured

The company, firm, partnership, association or individual named in the Schedule as declared to and accepted by the Insurer.

Insurer

IGI Insurance Company Ltd. The obligations of IGI under this insurance may be performed by Temple Legal Protection Ltd and the rights of IGI under this insurance may be exercised by Temple Legal Protection Ltd. The Insurer warrants that Temple Legal Protection Ltd shall remain authorised to manage this insurance, to receive premium and to handle claims until the expiry of the Period of Insurance and payment of claims under the Insurance.

Legal Action

The action described in the Schedule, but not including any appeal. A new policy must be sought and issued with the agreement of Temple if further cover is required for an appeal. An additional premium will be charged if cover is extended to an appeal.

Limit of Indemnity

The limit referred to in the Schedule, which shall be the maximum liability of the Insurer under this Insurance in respect of any Claim and shall be the maximum liability of the Insurer in the aggregate for all Claims made during the Period of Insurance.

Opponent

The party or parties who are named in the Schedule and with whom the Insured is in dispute in the Legal Action.

Opponent's Costs

All costs, expenses and disbursements that have been reasonably incurred by the Opponent in the Legal Action, including costs and disbursements arising out of a detailed assessment hearing.

Period of Insurance

The period stated in the Schedule (which is subject to Operation of the Policy Clause 2.2 below).

Premium

The amount specified in the Schedule which is payable by the Insured at the conclusion of the Legal Action, in addition to any additional premium agreed and endorsed. The amount specified in column (a) shall be payable if the Legal Action is settled completely prior to the issue of proceedings subject only to agreement or assessment of costs. The amount specified in column (b) shall be payable if the Legal Action is settled after proceedings have been issued but more than 45 days before the date listed by the Court for the commencement of the trial. The amount specified in column (c) shall be payable if the legal action is settled 45 days or less before the beginning of the trial as listed by the Court or is heard at trial.

If, in any process of assessment by the Court, the Opponent is successful in any challenge to the recoverable amount of the Premium, the Premium payable shall be limited to the amount which shall have been approved or allowed on assessment. Temple shall be immediately notified of any such challenge and shall be entitled to make any representations to the Court or to the Opponent as may be necessary in relation to recovery of the Premium.

Temple

Temple Legal Protection Limited, which operates the Temple Litigation Advantage Insurance Scheme and which is and shall remain responsible for the management of this Insurance.

Territorial Limits

England and Wales. These shall be the countries in whose courts the Legal Action is brought and by whose laws the Legal Action is governed.

EXCLUSIONS

The Insurer shall not be liable under this Certificate in respect of any:

1. Opponent's Costs that are ordered to be paid at any time prior to the inception of this Insurance.
2. Disbursements or Opponent's Costs (a) if the Legal Action is struck out or dismissed for want of prosecution or is otherwise lost as a direct result of the negligent conduct of the action by the Appointed Legal Representative and/or the appointed counsel, or (b) if the Legal Action is lost, discontinued or abandoned as a result of the dishonesty of the Insured or lack of co-operation by the Insured, or (c) if the Legal Action is lost, discontinued or abandoned as a result of any failure of the Insured to act in accordance with the advice of the Appointed Legal Representative or to comply with any order made by the Court or any provision of the Civil Procedure Rules. In any such circumstance as above the Insured will immediately be liable to pay the Premium.
3. Costs ordered to be paid by the Insured to the Opponent following from or arising out of any application for security for costs and / or any monies for security ordered to be paid into Court.
4. Disbursements or Opponent's Costs where the Legal Action is abandoned, discontinued or settled without the prior written consent of Temple or where any conditional fee agreement has been amended without the prior written agreement of Temple.
5. Disbursements or Opponent's Costs which arise from or out of any unreasonable amendment to the Insured's pleadings or any failure to comply with any Court directions or pre-action protocols.
6. Disbursements or Opponent's Costs where the Insured or the Appointed Legal Representative has given any fraudulent, false or misleading information in connection with the Legal Action.
7. Disbursements or Opponent's Costs if the Insured or the Appointed Legal Representative has failed to provide any material information in connection with the Legal Action.
8. Disbursements that, in the opinion of Temple, have been incurred unreasonably or unnecessarily.
9. Disbursements or Opponent's Costs if the Opponent becomes insolvent during the course of the Legal Action, unless the Appointed Legal Representative can establish to the reasonable satisfaction of Temple that at the time it was decided to pursue the Legal Action under a conditional fee agreement, the insolvency of the Opponent was not a likely event and / or its likelihood was properly taken into account in the risk assessment completed by the Appointed Legal Representative. In such circumstances, the Insurer will indemnify the Insured

in respect only of Disbursements. The Opponent shall be deemed to be insolvent if it is unable to pay its debts as defined by either Sections 123 or 268 of the Insolvency Act 1986 or where the Opponent enters into any voluntary arrangement with its creditors.

10. Disbursements or Opponent's Costs relating to (a) any challenge to the validity or enforceability of the conditional fee agreement entered into between the Insured and the Appointed Legal Representative or (b) any challenge to the success fee recoverable from the Opponent or (c) any challenge as to whether there was appropriate alternative funding available to the Insured to pursue the Legal Action instead of being issued with this Certificate.
11. Disbursements or Opponent's Costs if the Legal Action is abandoned, discontinued, stayed or dismissed as a result of the Insured either not having the funds to continue or not being willing to commit funds to continue the Legal Action, or the Insured failing to obtain further insurance for the Legal Action in excess of the Limit of Indemnity provided under this insurance.
12. Disbursements or Opponent's Costs if the Legal Action is abandoned, discontinued, stayed, dismissed or lost at trial as a result of the Appointed Legal Representative terminating the conditional fee agreement with the Insured due to the Insured's failure to provide full instructions promptly to the Appointed Legal Representative or to co-operate with the Appointed Legal Representative.
13. Rateable proportion of any Disbursements or Opponent's Costs that could have been payable by any other funding or under any other insurance.
14. Disbursements where either an order is made by the Court for the Opponent to pay any part of the Insured's Disbursements or costs or where the Opponent agrees to pay any part of the Insured's Disbursements or costs, both irrespective of whether or not payment is actually made.

CONDITIONS

1. Due Observance

The due observance of and compliance with the terms, provisions and conditions of this Certificate insofar as they relate to anything to be done or complied with by the Insured or the Appointed Legal Representative shall be conditions precedent to any liability of the Insurer under this Certificate. If this Insurance is cancelled for any reason the Insured shall continue to observe the conditions to the extent that they remain relevant.

2. Appointed Legal Representative

The Insured must not change the Appointed Legal Representative without the prior written consent of Temple. If the Insured makes such a change without such consent the Premium will become immediately payable and the Insurer's liability to pay any claim will cease. The above is subject to any rights of the Insured under Regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

3. Duties of the Insured and the Appointed Legal Representative

The Insured and the Appointed Legal Representative must conduct the Legal Action in a reasonable manner in order to minimise costs.

The Insured agrees:

- a) to give full and prompt co-operation to the Appointed Legal Representative;
- b) to provide to the Appointed Legal Representative all material information relating to the Legal Action, including a full and truthful account of the Insured's affairs and all relevant documentary or other evidence in the Insured's possession;
- c) to provide obtain or execute all documents and attend meetings, medical examinations, conferences or hearings as requested by the Appointed Legal Representative or by Temple;
- d) to act in accordance with the advice of the Appointed Legal Representative ;
- e) to comply with any order made by the Court;
- f) that the Legal Action will not be settled or discontinued in circumstances which could give rise to a Claim under this Certificate without the prior written consent of Temple.

4. Instructions to the Appointed Legal Representative

The Insured gives irrevocable instructions to the Appointed Legal Representative to:

- a) provide Temple with such information, documentation or particulars, whether privileged or not, relating to the Legal Action as it may require;
- b) notify Temple of any fact or matter adversely affecting the prospects of a successful outcome for the Insured (including the prospects of any judgment in the Insured's favour not being successfully enforceable);

- c) comply with any order made by the Court and all provisions of the Civil Procedure Rules, Practice Directions and Protocols;
- d) inform Temple in writing of any offer to settle the Legal Action, including any offer made prior to the commencement of proceedings, prior to any acceptance or refusal being communicated to the Opponent. [Note: If the Insured rejects an offer of settlement or payment into court that Temple considers to be reasonable, no indemnity will be provided under this Insurance.]
- e) obtain the prior written consent of Temple before issuing court proceedings. [Note: If such prior written consent is not obtained, no indemnity will be provided under this Insurance.]

OPERATION OF THE POLICY

1. Payment of Costs

- a) The Insurer shall not be liable to make any payment under this Certificate until the conclusion of the Legal Action unless the Court shall have ordered the Insured to pay any Opponent's Costs before that date, in which case the Insurer shall not be liable to pay any amount greater than the sum which has been ordered.
- b) The Insured will promptly provide Temple with full details of Disbursements and Opponent's Costs and shall, if requested, have such Opponent's Costs and/or Disbursements assessed or otherwise reviewed by an appropriate body. Temple will be entitled to conduct any such detailed assessment or review and the Insured and the Appointed Legal Representative, at their own cost, will provide such reasonable assistance as Temple requires.
- c) In the event of a successful outcome in the Legal Action leading to the recovery of sums in respect of costs or Disbursements from the Opponent such sums shall first be applied to reimburse the Insurer for any interim payments made under this Certificate during the course of the Legal Action.
- d) Where in the Legal Action orders are made both that costs be paid by the Insured to the Opponent and that costs be paid by the Opponent to the Insured, Opponent's Costs shall then be limited to the net sum (if any) payable by the Insured to the Opponent after all monies payable by the Opponent to the Insured have been set off unless the Appointed Legal Representative has advised rejection of any CPR Part 36 offer, when in that event, set off will not apply to any damages.

2. Appeals and Subrogated Claims

2.1 In the event of the Insurer becoming liable to make any payment under this certificate:

- a) The Insurer shall be subrogated to all the Insured's rights or causes of action related to or arising out of the Legal Action against any other party and the Insured will provide the Insurer with all assistance which may be required to pursue these rights;
- b) Any recovery made by the exercise of such rights will be applied first, to repay and extinguish any payment made by the Insurer under this Insurance, Insurer's costs and interest due on such payment and costs, and thereafter any balance will be applied towards the Insured's losses; and
- c) The Insurer shall have the right to require the Insured to pursue an appeal against any decision of the Court subject to the Appointed Legal Representative's agreement to conduct the appeal funded by a conditional fee agreement. Any such appeal will not be funded by this Insurance. In such circumstances, the Insurer will offer terms for a new policy.

2.2 If an Opponent of an Insured successfully appeals against a judgment or order obtained in the Insured's favour and obtains an order requiring the Insured to pay their costs of the Legal Action, the Insured is entitled to make a claim under this policy for Disbursements and Opponent's costs limited to the costs of the Legal Action notwithstanding that the Period of Insurance is limited to the conclusion of the Legal Action.

3. Termination

- a) The Insured may terminate this Certificate at any time whereupon the Premium becomes immediately payable in the amount which would have been payable if the case had settled at the time when the cancellation takes effect.
- b) If the Insured fails to observe all the Terms and Conditions under this Certificate, the Insurer may terminate this Certificate and the Premium will become immediately payable. The Insurer will not be liable for any Claim under this Certificate and may recover from the Insured any sum already paid.
- c) If there is any material deterioration in the prospects of a successful outcome at trial for the Insured (including the prospects of any judgment in the Insured's favour not being successfully enforced) Temple may terminate this Certificate immediately. In the event of such termination, this Insurance will indemnify the Insured for Opponents' costs and Disbursements incurred up to the date of termination.

4. Insolvency of the Insured

If the Insured becomes insolvent during the course of the Legal Proceedings the Insured hereby authorises the Appointed Legal Representative to notify Temple of the insolvency. Temple may cancel this Certificate if it is satisfied that the circumstances of the insolvency may adversely affect the outcome of the Legal Action.

5. Disputes and Governing Law

Any dispute in respect of the interpretation or application of this Insurance, or any of its terms, conditions and exclusions, will be subject to the laws of England and Wales. In the event of any dispute between the Insured and the Insurer then both parties agree to seek to resolve the dispute by mediation. In the absence of agreement on the identity of the mediator, he shall be appointed by the Centre for Effective Dispute Resolution (CEDR). In the event that mediation fails to resolve the dispute then the parties shall agree to the appointment of a suitably qualified arbitrator to decide the matter in accordance with the Arbitration Act 1996 or any successor statute. If there is no agreement on the identity of an arbitrator an appropriately qualified person shall be appointed by the Chairman of the Chartered Institute of Arbitrators.

6. Confidentiality

Except where necessary to allow for or assist with the recovery of the Premium for this Certificate, neither the Insured nor the Appointed Legal Representative shall disclose the terms of this Insurance to any third party without the consent of the Insurer or Temple. The Insurer agrees that any information given by the Insured or the Appointed Legal Representative is received in confidence and will not be disclosed to any other party (other than Temple).

7. Contract

The parties recognise that this Certificate is a contract of Insurance between the Insured and the Insurer identified in the Certificate. As provided above, Temple has authority to manage the insurance until the conclusion of cover. The parties further recognise that performance and fulfilment of the Insured's obligations under the Certificate to Temple constitute performance and fulfilment of the Insured's obligations to the Insurer. The Insurer has no entitlement to require performance and fulfilment of the Insured's obligations to any party other than Temple, subject only to Temple becoming insolvent as defined under the Insolvency Act 1986 or entering into voluntary arrangement with its creditors.

8. Contracts (Rights of Third Parties) Act 1999

Any person, company, limited liability partnership or other body recognised by law who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. For the avoidance of doubt, the parties recognise that Temple is entitled to enforce directly its rights under this Agreement.

COMPLAINTS PROCEDURE

If you have any complaint you can contact the Appointed Legal Representative.

If you wish to register a complaint in connection with the policy, please contact Temple Legal Protection Limited in writing to:

The Managing Director, Temple Legal Protection Limited, Portsmouth House, 1 Portsmouth Road, Guildford Surrey, GU2 4BL.

If your problem isn't resolved you may contact IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. IGI will contact you within five days of receiving your complaint to inform you of what action they are taking. IGI will try to resolve the problem and give you an answer within four weeks. If it will take IGI longer than four weeks they will tell you when you can expect an answer.

If IGI has not given you an answer in eight weeks they will tell you how you can take your complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right you have to take action against the insurers.

If you are still not satisfied you can contact the:

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

IGI are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if IGI cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacted on 020 7892 7300

The complaints procedure above does not affect any legal right you may have to take action against us.

This policy is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 1229676. Tel 0115 941 1022
Authorised and regulated by the Financial Services Authority

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234