

A large, stylized blue circular graphic composed of multiple overlapping, semi-transparent rings, creating a sense of depth and movement, positioned on the left side of the page.

one insurance

After The Event Legal Expenses Insurance Policy Document

05/09/2023

Conflicts of Interest Disclosure

One Insurance Limited has a common director to that of OCL Solicitors. There are no shareholding links and neither firm is owned or governed by the other.

Our Promise to You

To avoid any misunderstanding, all our information to you will be in plain English. We promise to be fair and reasonable whenever you need the protection of this policy and we will always act quickly with your interests in mind.

Signed for and on behalf of ONE Insurance Limited

A handwritten signature in white ink that reads "J. Barnsdale". The signature is written in a cursive, flowing style.

Josh Barnsdale
CEO
ONE Insurance Limited

This policy is evidence of the contract between you and the insurer. It is based on the information given to us by or for you when you applied for this insurance. The policy, schedule(s) and any endorsement that may attach to this policy shall be read together as one document.

Main Benefits

Without One Insurance ATE insurance you may be exposed to legal costs such as the expenses that your solicitor will have to pay to assess your claim and any further expenses incurred during the course of your claim. A typical example of this would be an expert's report. These costs can be met by this policy at the end of your claim, if they are not recovered from your opponent.

Other costs that you could be liable are those of your opponent if you should lose or win lower damages than your opponent offers you to settle your claim.

Who is One Insurance Limited?

One Insurance Limited is an established provider of legal expenses insurance in the UK, we are based in Gibraltar and authorised by the Gibraltar Financial Service Commission.

It has always been our vision to enable everyone, not just those who can afford it, to assert their legal rights. We achieve this by developing innovative and affordable solutions to cover legal disputes. We are committed to providing our customers with guidance, advice and security, both now and in the future. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service.

Legal rights

We achieve this by developing innovative and affordable solutions to cover everyday legal disputes. We are committed to providing our customers with guidance, advice and security, both now and in the future. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service.

Claims procedure

It is not necessary to notify us of a claim as your solicitor will do this on your behalf.

What happens if the insurer cannot meet its liabilities?

One Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the cost of your claim under this policy, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

About your insurer

One Insurance Limited is licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission (company number 123555) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (998980)

Your Policy cover

Your policy covers you during the period of insurance and provided that:

1. You have entered into a funding agreement.
2. You agree to pay the insurance premium, and
3. Any proceedings are dealt with in England and Wales, and
4. We believe that it is more likely than not that your claim will be successful.

What is insured?

1. The **insurer** will pay **your opponent's legal costs** if:
 - a) court orders **you** to pay them following a judgment made against **you**; or
 - b) **your claim** is discontinued by written agreement between **us, you** and **your solicitor** provided **your opponent** has a right to recover their legal costs; or
 - c) **your claim** is successful but the damages **you** are awarded are less than, or deemed by the court not to be more advantageous than, any Part 36 offer made by **your opponent**; or
 - d) a court makes a final judgment in **your** favour, unless under 1 c) above, but orders **you** to pay them.
2. The **insurer** will pay **your solicitor's** reasonable disbursements other than barrister's fees, reasonably, proportionately and properly incurred by **your solicitor** on the Standard Basis:
 - a) following a judgment made against **you** by a court where such disbursements have been incurred directly in relation to the action or part thereof for which judgment has been given against **you**;
 - b) if **your claim** is discontinued by written agreement between **us, you** and **your solicitor**; or **your claim** is successful but the damages **you** are awarded are less than, or deemed by the court not to be more advantageous than, any Part 36 offer, or payment into court made by **your opponent** provided any disbursements claimed were incurred after the Part 36 offer was rejected.
 - c) Court not to be more advantageous than, any Part 36 offer, or payment into court made by **your opponent** provided any disbursements claimed were incurred after the Part 36 offer was rejected.
3. The **insurer** will pay **your** reasonable disbursements, reasonably, proportionately and properly incurred by **your solicitor** on the Standard Basis, reasonable barrister's fees (where the barrister is not acting under a conditional fee agreement or damages based agreement) if a court makes a final judgment or a consent order is granted in **your** favour, except as under 1 c) or 2 c) above, but:
 - a) your opponent cannot pay what the court orders them to pay, or
 - b) The court makes no order as to costs.
4. The **insurer** will pay the **insurance premium** where **your claim** arises from a bodily injury and
 - a) **you** have the right to recover the insurance premium from your opponent because your claim is successful but you cannot recover the insurance premium in full
 - i) **You** win but **your opponent** cannot pay what the court orders them to pay or
 - ii) **You** have a legal right to recover **your insurance premium** and the court makes no order as to costs.

The most the **insurer** will pay under this policy is £50,000 unless otherwise stated in the schedule. Any payment made under this policy will be made to **your solicitor** or **your opponent's solicitor**.

What is not insured?

You are not covered for any **claim** under this policy arising from or relating to:

1. costs incurred before **you** entered into the **funding agreement** unless otherwise agreed by **us** at the time **your** cover started
2. any contract or debt claim falling under What is insured 3a)
3. any **claim** that is or is likely to be allocated to the **small claims court**
4. **you** discontinuing, abandoning, withdrawing **your claim** without **your solicitor's** and **our** specific written agreement
5. enforcement proceedings
6. a counter-claim against **you** or an appeal **you** make against the final judgment or court order
7. fines, penalties or compensation awarded against **you**
8. any agreement by **you** or **your solicitor** to pay **opponent's legal costs** without **our** written agreement
9. any action relating to costs or **insurance premium** recovery
10. An application for Security for Costs
11. Costs in excess of **your** proportionate share of common costs where **your claim** forms or becomes one of a number of similar claims arising from or linked to the same originating cause and or **opponent**.

Policy conditions

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy, and withdraw from **your claim**. The insurer also reserves the right to recover from **you** any payments it has made under this policy should this happen.

1. Your responsibilities

You must:

- a) Observe and keep to the terms of this policy
- b) Not do anything that hinders **us** or the **solicitor**
- c) tell **us** immediately of anything that may materially alter **our** assessment of the **claim**
- d) cooperate fully with the **solicitor** and us, give the **solicitor** any instructions required and keep them updated with progress of the **claim**
- e) provide **us** with everything **we** need to help **us** handle **your claim**
- f) take reasonable steps to recover any costs that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- g) pay to the **insurer** the **insurance premium** for **your** policy (including the applicable **insurance premium tax**) and, following judgment or agreement with **your opponent** to settle the **claim**, interest that shall become payable on the **insurance premium** at a rate of 8% per annum (calculated on a daily basis)
- h) tell the **solicitor** to have the legal costs & expenses assessed or audited if **we** require
- i) minimise anything that the **insurer** has to pay and try to prevent anything happening that may cause a **claim** under this policy
- j) allow the **insurer** at any time to take over and conduct in **your** name the **claim**, proceedings or investigation
- k) notify **us** in writing if **you** want to change **your solicitor**
 - i) if **we** give **our** written consent to changing **your solicitor** before the start of legal proceedings
 - ii) if legal proceedings are to be started or there is a conflict of interest and **you** exercise **your** right to choose another **solicitor**, the benefit of this policy will be transferred to the **funding agreement** with **your** new **solicitor**

If **we** disagree with **you** about changing **your solicitor** before the start of legal proceedings but **you** still change **your solicitor**, **you** may do so but unless there is a conflict of interest the benefit of this policy will not be transferred to the **funding agreement** with **your** new **solicitor**.

2. The Solicitor

Your **solicitor** must always agree to act under **our** standard terms of business and cooperate with **us** at all times.

3. Consent

The **insurer** will not pay legal costs & expenses that have been incurred without **our** written consent. **You** must agree to **us** having sight of **your solicitor's** file relating to **your claim**. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.

4. Settlement

- a) **We** have the right to settle any **claim** by paying the reasonable value of **your claim**.
- b) **You** must not negotiate, settle the **claim** or agree to pay any costs incurred without **our** written agreement.
- c) If **you** refuse to settle the **claim** following:
 - i) a reasonable offer, or
 - ii) Advice to do so from **your solicitor** the **insurer** may refuse to pay any **claim** under the policy.

5. Barrister's opinion

Where **we** believe that **your claim** does not have a better than 50% chance of succeeding, or there is a dispute over the value of **your claim**, **we** may require **you** to obtain and pay for an opinion from a barrister. If the opinion supports **you** then the **insurer** will reimburse **your** reasonable costs in obtaining it.

6. Disputes

If there is a dispute between **you** and **us** about the handling of **your claim** **you** can make a complaint to **us** as described on the back page of this policy. **We** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over **your** complaint. If **your** complaint cannot be reviewed by the Financial Ombudsman Service it will be referred for arbitration to an independent **solicitor** agreed jointly between **you** and **us**. If an independent **solicitor** cannot be agreed upon, an arbitrator will be appointed by the President for the time being of the Law Society of England and Wales. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding.

7. Other insurance

The **insurer** will not pay any claim covered by another policy, or any claim that would have been covered by another policy if this policy did not exist. If there is another policy issued by a different **insurer** that provides cover for **your** claim, the amount that is insured under that policy as specified in the schedule must have been paid and the limit of indemnity exhausted before **your** cover with **us** can be called upon to make any payment. Should such other policy not respond to **your** claim for whatever reason this policy will only pay in excess of the monetary amount that would have been payable under any other legal expenses policy (or policies) had such other policies responded.

8. Fraudulent claims and claims tainted by dishonesty

- a) If **you** make a **claim** which is fraudulent or false this policy shall become void and all benefit under it will be forfeited.
- b) At all times **you** shall be entirely truthful and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the **claim**, it appears that **you** have breached this condition and that the breach has:
 - i) Affected **our** assessment of whether **we** believe it is more likely than not that **your** claim will be successful, and/or
 - ii) Prejudiced in any part the outcome of **your** claim the **insurer** shall have no liability for **opponent's legal costs** under this policy irrespective of whether the breach has or is likely to have made a difference to the outcome of any part of **your claim**.

9. Cancellation

- a) **You** may cancel the policy within 14 days of its issue and **you** will not be liable to pay the **insurance premium**.
- b) If **your claim** is withdrawn by written agreement between **us** and **your solicitor** within 90 days of the start date of **your** policy:
 - i) **Your** policy is then treated as never having come into force; and
 - ii) **You** will not be liable to pay **your insurance premium**; and
 - iii) The **insurer** will be entitled to recover from **you** any payments made under **your** policy; and
 - iv) The **insurer** will not be liable to make any payment under this policy.
- c) The **insurer** will cancel this policy immediately without any refund of the **insurance premium**, and will reclaim any payments made under this policy, if:
 - i) **You** fail without good reason to meet any of **your** responsibilities under this policy; or
 - ii) **Your solicitor** refuses, with good reason, to act further for **you**; or
 - iii) Without good reason, **you** dismiss **your solicitor**.
- d) The **insurer** may cancel the policy immediately, if:
 - i) **Your funding agreement** ends for whatever reason, or
 - ii) **Your solicitor** terminates their retainer with **you**
 - iii) **We** believe **your claim** is unlikely to be successful.

10. Acts of Parliament & Jurisdiction

All Acts of Parliament within this policy shall include any subsequent and/ or amending legislation. This policy will be governed by English Law.

11. Data Protection Act 1998

It is agreed by you that any information provided to us and/or the **insurer** regarding **you** will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, which may necessitate providing such information to third parties.

12. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

13. Payment to funders

Any payments made by the insurer under this policy shall be applied first to pay **your** liabilities to any funder whose interest is noted on the schedule in priority to any other payment for which you are liable.

Funding agreement

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Claim

Your claim for compensation or other remedy against **your opponent** or such a claim by them against **you**.

Excess

The first amount of any claim **you** are liable to pay to us as shown in the schedule (if applicable).

Funding agreement

- a) A conditional fee agreement, which is an agreement in writing between **you** and **your solicitor** or barrister for paying their professional fees which is an enforceable conditional fee agreement that complies with Section 58 of the Courts and Legal Services Act 1990 (as substituted and inserted by Section 27 Access to Justice Act 1999), or
- b) A damages-based agreement, which is an agreement in writing between **you** and **your solicitor** for paying their professional fees in compliance with the Damages-Based Agreements Regulations 2013, or
- c) Any other funding arrangement with **your solicitor** and agreed by **us** in writing.

Insurance premium

The premium payable for this insurance, including insurance premium tax at the prevailing rate at the time the premium is paid to **us**, which becomes due and payable as soon as **you** obtain successful judgment or **you** reach agreement with **your opponent** to settle the **claim** in **your** favour (whichever happens sooner).

The level of **insurance premium you** must pay depends on the stage which **your claim** has reached when it concludes, as shown in the schedule.

Your solicitor will tell **you** the **insurance premium** that applies when **you** apply for this policy and will send **you** a further schedule stating the **insurance premium** that applies if **your claim** reaches a further stage.

Insurer

One Insurance Limited

Opponent

The party or parties against whom **you** are claiming compensation or other remedy or the party or parties claiming compensation or other remedy against **you**.

Opponent's legal costs

The legal costs, disbursements and barrister's fees (and their **insurance premium** if recoverable from **you**) of **your opponent** that **you** are liable to pay.

Period of insurance

Starts from the date stated in **your** schedule and unless Condition 9 of this policy applies lasts for the duration of **your solicitor's** retainer with **you**.

Small Claims Court

A court in England & Wales that hears a claim falling under the small **claims** track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.

Solicitor

The solicitor with whom **you** have entered into a **funding agreement** in relation to **your claim**.

We/us/our

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You/your

The person who has taken out this policy.

IN WITNESS WHEREOF this policy has been signed by the Insurer on the date stated in the Schedule.

One Insurance Ltd.

What if You Have a Complaint?

Step 1:

We ask that you contact the right company during the hours of 9:00am to 5:30pm Monday to Friday:

- If you would like to lodge a complaint about the selling of an insurance policy, the first step is to contact OCL Solicitors contact centre: **01302 558606**
- If you would like to lodge a complaint about the handling of a claim, the first step is to contact One's Claims Handler (i.e. One Call Claims): **01302 552316**
- If you would like to complain about the terms and conditions of the policy cover, the first step is to contact the insurer (i.e. One Insurance Limited): **01302 945810** (Gibraltar)

All staff have been trained to give a high level of service and will try to resolve any matter where possible. If the advisor is unable to reach a satisfactory resolution for you, they will refer you to the right Line Manager who will also try to resolve your complaint. You can also register your complaint to the Complaints Handling Manager directly:

Sending Complaints	Terms and Conditions Complaints	Claims Complaints
The Complaints Handling Manager OCL Solicitors First Floor, Unit 1 Carolina Court Doncaster DN4 5RA	Suite 913 Europort Europort Road Gibraltar GX11 1AA	The Complaints Handling Manager One Call Claims Unit 1 Carolina Court Doncaster DN4 5RA

We aim to resolve your complaint within 24 hours of when we receive it; however, if this is not possible then we will thank you for your complaint within five working days. A written final resolution letter will be sent to you once all investigations are complete and within eight weeks of receiving of your complaint. At which point we will then close our file. If, however, you stay dissatisfied at this stage please go to step 2.

Step 2:

You have the right to refer your complaint to an approved dispute resolution facility run by the Legal Ombudsman Service, either on receipt of our final resolution or eight weeks from the date you told us that you were dissatisfied.

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Please include a copy of the final response that we sent to you with your policy number and quote 'OCL Solicitors Limited' as a reference. If you would like to make a complaint via the FOS, then this must be made within six months of our final response. This will not affect your legal rights. Further information is available at <http://www.financial-ombudsman.org.uk>.

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