

COMMERCIAL DISPUTE RESOLUTION INSURANCE POLICY

THOMAS MILLER LEGAL
90 Fenchurch Street, London, EC3M 4ST

Definitions

“**Appeal**” means an appeal brought against an order or judgment or award in the **Dispute**.

“**Balance of Premium**” means the amount specified in the **Schedule** as the **Balance of Premium** including **IPT** that is payable by the **Insured** in the event of a **Positive Outcome** being achieved.

“**Conclusion of the Dispute**” means the date of the final settlement, judgment or decision which makes provision for the costs of the **Dispute**.

“**Costs**” includes fees, charges, disbursements, expenses and any uplift under a conditional fee agreement.

“**Counterclaim**” means any claim brought against the **Insured** in the **Dispute** or any related proceedings.

“**Court or Tribunal**” means the court or tribunal specified in the **Schedule** before which the **Dispute** is being pursued and any appellate court or tribunal which may hear an **Appeal**.

“**CPR**” means the Civil Procedure Rules and supporting Practice Directions.

“**Deed of Indemnity**” means a deed of indemnity or other instrument acceptable to the **Court or Tribunal** given by the **Insurer** in favour of the **Other Side** to meet the **Insured’s** liability to meet a security for costs order.

“**Deposit Premium**” means the amount specified in the **Schedule** as the **Deposit Premium** including **IPT** that the **Insured** is required to pay to the **Insurer** at the **Policy Commencement Date**. This **Deposit Premium** is not contingent upon a **Positive Outcome** being achieved and is non-refundable.

“**Dispute**” means the proceedings specified in the **Schedule** including any steps taken before the commencement of those proceedings under or following a pre-action protocol or letter before action and includes all appeals brought by the **Other Side** where a **Positive Outcome** has been reached at first instance

“**IPT**” means insurance premium tax at the rate for the time being in force at the date of payment of the **Deposit Premium** and/or **Balance of Premium**.

“**Insured**” means the person or persons specified in the **Schedule**.

“**Insured Liability**” means the **Insured’s** legal obligation to pay any **Other Side’s Costs** and **Own Disbursements**, which the **Insurer** has agreed to indemnify up to the **Limit of Cover** specified in the **Schedule**.

“**Insurer**” means Lloyd’s Syndicate 4000 (Pembroke).

“**Issue Date**” means the date specified in the **Schedule**.

“**Limit of Cover**” means the maximum amount specified in the **Schedule** that the **Insurer** will be liable to pay under this **Policy**, less any sum paid to the **Other Side** by the **Insurer** in respect of adverse costs pursuant to a **Deed of Indemnity**.

“**Mediation**” means any recognised formal process of dispute resolution.

“**Other Side**” means the person specified in the **Schedule** from whom the **Insured** is claiming compensation and/or other relief in the **Dispute**.

“Other Side’s Costs” means **Costs** which the **Insured** is ordered to pay or which, with **TM Legal’s Approval**, the **Insured**:

- (a) agrees; or
- (b) becomes liable by making or accepting an offer under **CPR Part 36**; or
- (c) becomes liable by discontinuing the Dispute under **CPR Part 38**

to pay to the **Other Side** but, unless stated otherwise in the **Schedule**, does not include **Costs** payable by the Insured to an **Other Side** in respect of a **Counterclaim**.

“Own Disbursements” means the **Insured’s** liability for the expenses other than solicitors’ fees which are reasonably incurred in order to prosecute the **Dispute**.

“Policy” means this policy and the **Schedule**.

“Policy Commencement Date” means the date specified in the **Schedule**.

“Positive Outcome” shall have the meaning specified in the **Schedule**.

“Premium” means the amount specified in the **Schedule** as the **Deposit Premium** and the **Balance of Premium** including **IPT**.

“Proposal” means the proposal form submitted to the **Insurer** by the **Insured** or on the **Insured’s** behalf together with all material and documents submitted to the **Insurer** before the **Policy Commencement Date** in connection with the **Proposal**.

“Schedule” means the schedule forming part of this Policy.

“TM Legal” means Thomas Miller Legal or another representative appointed by the **Insurer** in succession.

“TM Legal’s Approval” means permission granted pursuant to clause 4.10 of this **Policy** to pursue the course of action set out in the approval.

“Representative” means the solicitor specified in the **Schedule** (or any replacement appointed pursuant to clause 4.3.11 of this Policy) who will act for **the Insured** in the **Dispute**.

In this Policy:

1. Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the **Policy Commencement Date**.
 2. Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.
 3. If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.
-

The headings in this **Policy** are for reference only and shall not be considered when determining the meaning of this **Policy**.

In consideration of the **Insured's** promise to pay the **Premium** in the circumstances described in section 7 below, the **Insurer** agrees to provide the insurance in accordance with the terms, conditions, limitations and exclusions specified in this **Policy**.

1 The Insurance

1.1 The **Insurer** shall indemnify the **Insured** for the **Insured Liability** in the **Dispute**, up to the **Limit of Cover** in respect of each of

- i. **Other Side's Costs**
- ii. **Own Disbursements**

2 Exclusions

2.1 The **Insurer** shall not, unless stated otherwise in this **Policy**, pay any claim under this **Policy** directly caused by or attributable to:

- 2.1.1 The **Insured's** failure to co-operate with or to follow the advice of the **Representative**;
 - 2.1.2 any delay or default on the **Insured's** or the **Representative's** part;
 - 2.1.3 **Other Side's Costs** which the **Insured** is ordered to pay or becomes liable for before the **Policy Commencement Date**;
 - 2.1.4 any failure by the **Insured** or the **Representative** to comply with a pre-action protocol;
 - 2.1.5 any failure by the **Insured** or the **Representative** to comply with an order of the **Court** or the **CPR** during the **Dispute**;
 - 2.1.6 The **Insured** or the **Representative's** decision to apply for summary judgment under **CPR** Part 24 or to make any other application which will be listed for half a day or more, without **TM Legal's Approval**;
 - 2.1.7 The **Insured's** decision to abandon or discontinue the **Dispute** without **TM Legal's Approval**;
 - 2.1.8 The **Insured's** decision to conclude a settlement with the **Other Side** or any other party to the **Dispute** without **TM Legal's Approval**;
 - 2.1.9 The **Insured's** decision to make an offer to settle or compromise the **Other Side's** claim for **Other Side's Costs**, interest on those costs or the costs of the detailed assessment without **TM Legal's Approval**;
 - 2.1.10 The **Insured's** decision to reject an offer of settlement without **TM Legal's Approval**;
 - 2.1.11 The **Insured's** decision to continue the **Dispute** after **TM Legal** has informed the **Representative** that in their view the **Insured** is more likely than not to lose the **Dispute**, without **TM Legal's Approval**;
 - 2.1.12 any liability for costs arising under **CPR** Part 44.14 or the **Insured's** liability for fines or penalties;
 - 2.1.13 an **Appeal** brought by the **Insured** without **TM Legal's** approval;
 - 2.1.14 any element of VAT where otherwise recoverable;
-

2.1.15 The **Insured's** failure to devote such resources of finance and manpower to the **Dispute** as are requested by the **Representative** and as are necessary in order to enable the **Representative** to conduct the **Dispute** efficiently;

2.1.16 The **Insured's** failure to make available to the **Representative** all information, documents and evidence which may be relevant to the **Representative's** appraisal and conduct of the **Dispute**.

3 Fair Presentation

3.1. The **Insured** must make a fair presentation of the risk to the **Insurer** at inception and variation of the Policy.

3.2. The **Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:

a) deliberate or reckless; or

b) of such other nature that, if the **Insured** had made a fair presentation, the **Insurer** would not have issued the **Policy**.

The **Insurer** will return any premium paid by the **Insured** unless the failure to make a fair presentation is deliberate or reckless.

3.3. If the **Insurer** would have issued the **Policy** on different terms had the **Insured** made a fair presentation, the **Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but the **Insurer** may instead treat the **Policy** as if it had included such additional terms as the **Insurer** would have imposed had the **Insured** made a fair presentation.

For the purposes of this clause references to:

i) avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**) or the variation date (where the failure occurs when the **Policy** is varied);

ii) refunds of premium should be treated as refunds of premium back to the inception date or variation date as the context requires;

iii) issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires.

4 General Conditions

Conduct of the Litigation

4.1. The **Insured** agrees that throughout the **Dispute** **TM Legal** shall be allowed direct access to the **Representative** and that the **Insured** will instruct the **Representative** to:

4.1.1 report all material developments in the **Dispute** to **TM Legal**;

4.1.2 report as soon as reasonably practicable all settlement offers made by the **Other Side** to **TM Legal**;

4.1.3 comply with all requests by **TM Legal** for information and documents reasonably required by **TM Legal** in connection with the **Dispute**;

4.1.4 afford **TM Legal** the opportunity to attend all meetings, conferences and consultations with the **Insured's** barrister and the **Insured's** expert witness;

- 4.1.5 afford **TM Legal** the opportunity to attend any **Mediation** or without prejudice meeting in respect of the **Dispute**;
 - 4.1.6 inform **TM Legal** as soon as reasonably practicable of any change in the **Representative's** appraisal of the **Insured's** prospects of success in the **Dispute**;
 - 4.1.7 inform **TM Legal** as soon as reasonably practicable if the **Representative's** appraisal of the **Insured's** prospects of success changes materially from that set out in the **Proposal**;
 - 4.1.8 hold all sums recovered from the **Other Side** subject to a lien for the **Insured's** liability to the **Insurer** for the **Premium** or the proportion payable by the **Insured** in accordance with clause 7.2 below.
- 4.2 The **Insured** will supply a copy of this **Policy** to the **Representative** with instructions to familiarise himself with it and provide appropriate advice in order to enable the **Insured** to conform to the terms of the **Policy**.
- 4.3 The **Insured** will:
- 4.3.1 instruct the **Representative** to conduct the **Dispute** reasonably and with regard to the Overriding Objective set out in **CPR Part 1.1**;
 - 4.3.2 instruct the **Representative** to take all reasonable steps throughout the **Dispute** to avoid or minimise **Other Side's Costs**;
 - 4.3.3 instruct the **Representative** to comply with all orders made by the **Court or Tribunal** in the **Dispute** and to comply with the **CPR** throughout the **Dispute**;
 - 4.3.4 throughout the **Dispute**, provide all information, evidence and documents requested by the **Representative** to comply with these instructions and deal promptly and diligently with all requests by the **Representative** to provide statements of truth, witness statements and to search for disclosable documents;
 - 4.3.5 comply with all advice given by the **Representative**;
 - 4.3.6 instruct the **Representative** to keep **TM Legal** apprised of any settlement discussions;
 - 4.3.7 co-operate generally with the **Representative** throughout the **Dispute** in the conduct of the **Dispute**;
 - 4.3.8 instruct the **Representative** to keep the estimates of **Costs** produced pursuant to 3.1.2 above under regular review and keep the **Insurer** informed of any material changes;
 - 4.3.9 instruct the **Representative** to take all reasonable steps to recover sufficient funds from the **Other Side** to pay the **Premium** and other sums due to the **Insurer** in the event of a **Positive Outcome**;
 - 4.3.10 instruct the **Representative** to report to the **Insurer** at quarterly intervals following the **Policy Commencement Date** setting out the **Costs** incurred to date on the **Insured's** behalf in connection with the **Dispute**; and
 - 4.3.11 not change the **Representative** without the prior written consent of **TM Legal**.
- 4.4 Throughout the **Dispute** the **Insured** may agree to **Mediation** with the **Other Side** or any other party to the **Dispute**. **TM Legal** may attend the **Mediation**. **TM Legal** may deal with any request for **TM Legal's Approval** that the **Representative** may make during the **Mediation**. Before a **Mediation**, the
-

Representative will, and the **Insured** will instruct the **Representative** to, co-operate with **TM Legal** to agree a strategy for the **Mediation** and the arrangements for keeping **TM Legal** informed of developments during the **Mediation**.

Prospects of Success

- 4.5 If the **Representative** informs **TM Legal** that the **Insured** is more likely than not to lose the **Dispute** or that their appraisal of the **Insured's** chances of success in the **Dispute** has changed materially and the **Insured** nevertheless wishes to continue the **Dispute**, the **Insured** must obtain **TM Legal's Approval** to do so.
- 4.6 If **TM Legal** reasonably forms the view that the **Insured** is more likely than not to lose the **Dispute** it shall inform the **Representative** and provide reasons for their view. If, following receipt of that opinion from **TM Legal** the **Insured** wants to continue the **Dispute** the **Insured** must obtain **TM Legal's Approval** to do so.

Applications for Costs

- 4.7 The **Insured** will:
 - 4.7.1 instruct the **Representative** to resist any application by the **Other Side** for the summary assessment of **Other Side's Costs**. If **Other Side's Costs** are summarily assessed, the **Insured** must tell **TM Legal** as soon as reasonably practicable and provide the **Representative** with appropriate instructions so as to allow the **Insurer** to take over all rights to challenge the summary assessment.
 - 4.7.2 instruct the **Representative** to resist any application by the **Other Side** for **Other Side's Costs** unless the **Insured** has **TM Legal's Approval** not to do so.
 - 4.7.3 tell **TM Legal** as soon as reasonably practicable if the **Insured** becomes liable for **Other Side's Costs** and provide the **Representative** with appropriate instructions so as to allow the **Insurer** to take over all rights in the assessment of the **Other Side's Costs** including, without limitation, the right to appoint a costs draftsman to deal with the detailed assessment and all stages leading up to it.
 - 4.8 The **Insured** must inform **TM Legal** as soon as reasonably practicable of all offers made by the **Other Side** to settle their claims for **Other Side's Costs**, interest on those costs and the costs of the detailed assessment.
 - 4.9 The **Insured** will notify **TM Legal** as soon as reasonably practicable if any matters come to the **Insured's** attention which would have had a material impact on the **Insurer's** decision to provide cover under this **Policy** or the terms on which the **Insurer** would have provided cover under this **Policy**.
 - 4.10 Applying for **TM Legal's Approval**
 - 4.10.1 The **Insured** may make an application for **TM Legal's Approval** at any time but the **Insured** should always try to make the application at least ten working days in advance of when a decision is required.
 - 4.10.2 The **Insured** must apply for **TM Legal's Approval** in writing, setting out details of the **TM Legal's Approval** sought. **TM Legal** may seek and any information or evidence on which the **Insured** relies in support of the **Insured's** application. The **Insured** must comply with any requests by the **TM Legal** for further information in connection with the **Insured's** application.
 - 4.10.3 The basis on which **TM Legal** will decide the **Insured's** application (and whether or not to grant **TM Legal's Approval**) will be whether a reasonably prudent and commercial uninsured litigant would pursue the course of action for which the **Insured** seeks **TM Legal's Approval**.
-

- 4.10.4 **TM Legal** will provide their written decision on **The Insured's** application within five working days of the date on which they receive **The Insured's** application. If they do not provide **The Insured** with their decision within that period, **TM Legal's Approval** shall be deemed to have been granted unconditionally. Where it is necessary to obtain **TM Legal's Approval** within a shorter timeframe, **TM Legal** will use their best endeavours to provide **TM Legal's Approval** within the required timeframe.
- 4.10.5 **TM Legal** will:
- (a) grant **TM Legal's Approval**; or
 - (b) refuse **TM Legal's Approval**; or
 - (c) grant **TM Legal's Approval** subject to the terms and conditions set out in their written decision.
- 4.10.6 Despite the above, during a **Court or Tribunal** hearing or **Mediation** the **Insured** may seek **TM Legal's Approval** orally and **TM Legal** will use reasonable endeavours to provide an oral decision during the **Mediation** or **Court or Tribunal** hearing which will be confirmed by **TM Legal** in writing subsequently.
- 4.10.7 Except as provided in clause 4.10.8 below, the **Insured** may apply for a review of **TM Legal's** decision if the **Insured** disagrees with **TM Legal's** refusal to grant **TM Legal's Approval** or the terms and conditions on which **TM Legal's Approval** has been granted. The review will be conducted by a Queen's Counsel to be mutually agreed upon by both the **Insurer** and the **Insured** or, failing agreement, to be appointed by the Chairman of the Bar. **TM Legal's** decision shall be final unless the Queen's Counsel advises that **TM Legal's Approval** should be granted or should be granted subject to the conditions specified by the Queen's Counsel. In making his decision the Queen's Counsel shall apply the test set out in clause 4.10.3 above. The Queen's Counsel's fee for conducting the review shall be payable in equal proportions by the **Insurer** and the **Insured**.
- 4.10.8 The **Insured** may not apply for a review of the **TM Legal's** decision if the **Insured** disagrees with the **TM Legal's** refusal to grant **TM Legal's Approval** to reject an offer of settlement equal to or in excess of any settlement amount specified in the **Schedule**.

Reimbursement and offset

- 4.11 The **Insured** agrees that in the event of a **Positive Outcome** the **Insured** shall:
- 4.11.1 reimburse the **Insurer** in respect of any **sums** paid by the **Insurer** under the terms of this **Policy** to the extent that such **sums** can be met out of sums recovered from the **Other Side**. For this purpose the **Insured** agrees to hold on trust all sums which the **Insured** recovers from the **Other Side** to the **Insurer's** order pending such reimbursement; and
 - 4.11.2 offset all sums recovered from the **Other Side** against any claim due in respect of the **Insured Liability**.

Non-disclosure of the Policy

- 4.12 The **Insured** will not disclose this **Policy** to the **Other Side** or anyone on his or her behalf without the **TM Legal's Approval** save to the extent the **Insured** is required to do so by the **Court or Tribunal**, by the relevant legislation, and the regulations made thereunder and the **CPR**.
Duty to act as a prudent uninsured litigant
- 4.13 The **Insured** must act as a reasonably prudent uninsured litigant throughout the **Dispute**.

5 Conditions applicable to Insured Liability for Own Disbursements.

- 5.1 The **Insurer** shall only be liable to pay **Own Disbursements** after the **Conclusion of the Dispute**.
- 5.2 The **Insurer** shall only be liable to pay **Own Disbursements** which the **Insured** incurs in connection with the **Dispute** up to the **Limit of Cover** specified in the **Schedule** to the extent that:
- 5.2.1 **The Insured** does not recover **Own Disbursements** from the **Other Side** either as part of **Costs** on a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or order as to **Costs**; and
- 5.2.2 **The Insured** is unable to satisfy such **Own Disbursements** from any sum or sums or monetary equivalent recovered from the **Other Side** regardless of any description of it or them by the **Insured**, the **Other Side** or anyone else.
- 5.3 Any **Insured Liability** for **Own Disbursements** is subject to the following conditions:
- 5.3.1 The **Insured** has secured **TM Legal's Approval** to incur **Own Disbursements** unless they are less than £10,000.
- 5.3.2 It is necessary to incur **Own Disbursements** in order to prosecute the **Dispute** and they are reasonable in amount.
- 5.3.3 Where **Own Disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses and barristers), the work is monitored by the **Representative** in order to ensure that it is necessary for the prosecution of the **Dispute** and is reasonable in amount.
- 5.3.4 The **Insured** shall not be entitled to indemnity for any **Insured Liability** for **Own Disbursements** until the **Insured** has used all reasonable endeavours (as determined by **TM Legal**) to enforce the final settlement, judgment or decision against the **Other Side**.
- 5.3.5 **The Insured** will repay to the **Insurer** any **Insured Liability** for **Own Disbursements** if the **Insurer** pays them and they are subsequently recovered from the **Other Side**.
- 5.3.6 The **Insurer** shall not be liable to indemnify the **Insured** for VAT on any **Insured Liability** if and to the extent that the VAT can be recovered.
- 5.3.7 If, without **TM Legal's Approval**, the **Insured** concludes a settlement with the **Other Side** or discontinues the **Dispute** on terms which preclude the **Insured's** recovery of **Own Disbursements**, then the **Insured** will not be entitled to indemnity.

6 Termination of Cover

- 6.1 The **Insurer** may cancel this **Policy** with immediate effect if:
- 6.1.1 The **Insured** fails without good reason to meet any one or more of the **Insured's** obligations under Section 4;
- 6.1.2 The **Representative** advises that the **Insured** does not have reasonable prospects of succeeding in the **Dispute** and the **Insured** continues the **Dispute** without **TM Legal's Approval**; or
- 6.1.3 The **Representative** advises the **Insured** to make a settlement with the **Other Side** and the **Insured** refuses to follow that advice without **TM Legal's Approval**.
- 6.2 If the **Insurer** cancels this Policy pursuant to clause 6.1 above, the **Insurer** will not pay the **Insured Liability** incurred after the date of cancellation and the **Insured** will be liable to pay the **Premium** in accordance with clause 7 should a **Positive Outcome** be achieved. For the avoidance of doubt the
-

Premium payable in such circumstances will be calculated in accordance with clause 7.3 as if a **Positive Outcome** had been achieved at the date of cancellation.

- 6.3 The **Insured** has the right to cancel within 14 days of receiving this **Policy**. To exercise the right to cancel the **Insured** must give written notice to **TM Legal** and the **Policy** will be cancelled from the outset. **The Insured** may not cancel once this 14 day period has expired without the **Insurer's** prior written agreement. The **Insured's** right to cancel will be deemed to be irrevocably waived by the **Insured** in the event that the **Insured** makes or notifies **The Insurer** of any claim or potential claim under this **Policy** within the applicable 14 day period.

7. Premium

- 7.1 **The Insured** agrees to pay to **The Insurer** the **Deposit Premium** plus **IPT** within 14 days of the **Issue Date**. The **Deposit Premium** is non-refundable whatever the outcome of the **Dispute**.
- 7.2 Subject to clause 7.3 below, the **Insured** agrees to pay **the Insurer** the **Balance of Premium** plus **IPT** within twenty working days of the date of a **Positive Outcome**. No part of the **Balance of Premium** shall become payable until the date of a **Positive Outcome** and no **Balance of Premium** or part thereof shall be payable if the **Insured** does not achieve a **Positive Outcome**.
- 7.3 The **Insured** will pay the following **Balance of Premium** if a **Positive Outcome** is achieved at or before the following stages in the **Dispute**:
- 7.3.1
- 7.3.2.
- 7.4 The **Insured** agrees to hold all sums which the **Insured** recovers from the **Other Side** to the **Insurer's** order pending payment of the **Balance of Premium** (or the relevant proportion thereof).
- 7.5 If the **Balance of Premium** (or the relevant proportion thereof set) payable by the **Insured** is larger than the total of all sums which the **Insured** recovers from the **Other Side**, the **Insured** shall only be obliged to pay such sum in respect of the **Balance of Premium** as is equivalent to the sum or sums which the **Insured** recovers (following any reimbursement or offset pursuant to clause 4.11 above).
-

8 Notices

- 8.1 All notices, applications for **TM Legal's Approval** or consent to change **the Representative** and other communications shall be sent by post, by email or by hand to the **TM Legal** at the following address:

Thomas Miller Legal
90 Fenchurch Street
London
EC3M 4ST

redvers.cunningham@thomasmiller.com

Proof of transmission does not constitute proof of delivery.

- 8.2 All notices, **TM Legal's Approvals**, decisions and other communications shall be deemed to have been received by the **Insured** if they are sent by post, by hand or by email to the **Representative**.

9 Subrogation

- 9.1 If the **Insurer** makes a payment under this **Policy**, the **Insurer** will be subrogated to any and all of the **Insured's** rights in connection with such payment. The **Insured** also agrees to give the **Insurer** as much assistance as the **insurer** may reasonably require in relation to the exercise by the **Insurer** of the **Insurer's** subrogated rights.

10 Contracts (Rights of Third Parties) Act

- 10.1 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 but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

11 Dishonest and fraudulent claims

- 11.1 If the **Insured** or the **Representative** makes any claim under this **Policy** which is fraudulent or dishonest in any way, this **Policy** shall be cancelled from the outset and all rights that the **Insured** has under this **Policy** shall be forfeit. The **Insurer** shall be entitled to recover any payments the **Insurer** has previously made.

12. Assignment

- 12.1 Neither party shall assign its rights under this **Policy** without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

13. The governing law of this Policy

- 13.1 This Policy shall be construed in accordance with English Law.
-

Service Standards and Complaints Procedure

The **Insurer** is committed to providing a first class service at all times. If, **the Insured** is not happy with any part of the service the **Insured** has received then the **Insured** should initially contact the head of **TM Legal** at the address below.

Redvers Cunningham
Thomas Miller Legal
90 Fenchurch Street
London EC3M 4ST

Telephone: 020 7204 2531
e-mail: redvers.cunningham@thomasmiller.com

If the **Insured** is still not satisfied after receiving **TM Legal**'s response the **Insured** can refer the matter to:

Customer Relations
Pembroke Managing Agency Limited
Level 3
8 Fenchurch Place
London
EC3M 4AJ

Telephone: 020 7337 4400
e-mail: Customer_Relations@pembrokeunderwriting.com

The **Insured** should quote the Policy Number and the name and address of the **Representative**.

If the **Insured** is still not satisfied after receiving Pembroke Managing Agency Limited's response the **Insured** can refer the matter to Lloyd's Complaints team. Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints and the Complaints team's contact details are as follows:

Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent ME4 4RN

Tel: 0207 327 5693
Fax: 0207 327 5225

Email: complaints@lloyds.com

If the **Insurer** cannot resolve the **Insured**'s complaint the **Insured** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. More information about the Ombudsman can be found on its website – www.financial-ombudsman.org.uk – or by telephoning 0800 023 4567.

Schedule

1. **Agreement Number:** B080114916H19
2. **Policy Number:** TML/PEM/xxxx/2019
3. **Name of Insured:**
4. **Insured's address:**
5. **Dispute:**
6. **Court or Tribunal:**
7. **Other Side:**
8. **Policy Commencement Date:**
9. **Limit of Cover:**
10. **Premium:**
11. **Settlement Amount:**
12. **Representative:**
13. **Representative's address:**
14. **Positive Outcome:**
15. **Issue Date:**
16. **Endorsements:**
17. **Signature:**

Redvers Cunningham of Thomas Miller Professions Limited
on behalf of **Lloyd's Syndicate 4000 (Pembroke)**

Privacy Notices

The Insurer's Privacy Notice can be viewed on the following webpage:

<http://www.ironshore.com/ironshore-privacy-notice.php>

Questions about the Insurer's Privacy Policy and how it processes personal data may be sent to:

Data Protection Officer
Ironshore International Ltd
8 Fenchurch Place
London
EC3M 4AJ

Email: dataprotection@ironshore.com

Thomas Miller's Privacy Notice can be viewed on the following webpage:

<https://www.thomasmiller.com/cookie-privacy-policy/>

Questions about Thomas Miller's Privacy Policy may be sent to its Data Controller and Data Protection Officer, whose details are as follows:

Data Controller
Name: Thomas Miller
Phone: +44 (0)207 283 4646
Email: contactus@thomasmiller.com
Address: 90 Fenchurch Street London EC3M 4ST United Kingdom

Data Protection Officer
Email: dataprotection@thomasmiller.com
Address: 90 Fenchurch Street London EC3M 4ST United Kingdom
