



# Lloyd's Certificate

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**This Insurance** is underwritten by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them are stated within this Certificate.

**This Certificate** is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Certificate.

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LMA3136J (16/12/2015) - Lloyd's Generic Certificate Jacket

Lloyd's Managing Agents are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).



## COMMERCIAL DISPUTE RESOLUTION INSURANCE POLICY

# Policy Preamble:

In this **Policy**:

- (a) reference to any statute or statutory provision and orders or regulations includes a reference to that statutory provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the **Policy Commencement Date**;
- (b) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated;
- (c) words importing any gender include all genders; and
- (d) if any part of any term, condition, exclusion or endorsement to this **Policy** is found to be invalid or unenforceable the remainder of the term, condition, exclusion or endorsement remains in full force and effect.

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

Based on the information that the **Insured** has provided to the **Insurer** in the **Proposal Form** and 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**.

## 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.

“Computer System” means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

“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.

“Cyber Act” means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

“Cyber Incident” means:

- i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

“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 1414 (Ascot) through its Managing Agent Ascot Underwriting Ltd for their respective signed lines as stated in the Schedule.

“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” means the recovery by the Insured of any sum of money or monetary equivalent from or for the Other Side regardless of any description which may be attributed to it by the Insured, the Other Side or anyone else.

“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:

## **Wording**

### **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 provided in the Proposal 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 King'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 King's Counsel. In making his decision the King's Counsel shall apply the test set out in clause 4.10.3 above. The King'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 [ ] + IPT at the prevailing rate in the event of a positive outcome more than 6 weeks before the scheduled trial or trial window commencement date

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.

## **14. Several Liability Clause [LMA5096 (Combined Certificate)]**

**PLEASE NOTE – This notice contains important information.  
PLEASE READ CAREFULLY**

14.1 The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

14.2 The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

14.3 In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.



- 14.4 Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**15. Cyber Risks Exclusion LMA5484**

- 15.1 This Policy does not cover legal costs and expenses for, incurred as a result of, or arising out of a Cyber Act or Cyber Incident.

**16. Sanction limitation and exclusion clause LMA3100A**

The **Insurer** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** or any member of the **Insurer's** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## 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  
e-mail: [redvers.cunningham@thomasmiller.com](mailto:redvers.cunningham@thomasmiller.com)

If the **Insured** remains dissatisfied it may, if it wishes, refer its complaint to Lloyd's. Lloyd's will independently review the **Insured's** complaint, taking into account good insurance practice and whether all circumstances involved have been considered fairly.

### Complaints

Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN  
UK  
+44 (0)20 7327 5693  
+44 (0)20 7327 5225  
[complaints@lloyds.com](mailto:complaints@lloyds.com)  
[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If the **Insured** remains dissatisfied after Lloyd's has considered its complaint, it may have the right to refer its complaint to the Financial Ombudsman Service (FOS). This is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

In the event that the Policyholder remains dissatisfied it may be possible for the Policyholder's complaint to be referred to the Financial Ombudsman Service who may review the matter. The Financial Ombudsman Service's address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4 567 (calls to this number are free on mobile phones and land lines)  
or  
0300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: <http://www.financial-ombudsman.org.uk/>

#### Financial Services Compensation Scheme

The Insurers are covered by the Financial Services Compensation Scheme (“**FSCS**”). The Policyholder may be entitled to compensation from the scheme if the Insurers cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

## SCHEDULE [DECLARATIONS PAGE]

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**This Certificate comprises a Certificate Jacket, the Schedule [Declarations Page], Wording and all other provisions, conditions and warranties attached and any endorsements issued.**

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Binding Authority Unique Market Reference (UMR): B1882GB25TMPF0001

Binding Authority Reference (if different from UMR above)

Certificate No. TML/ASC/00/2025

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**1. Name and address of the Insured:**

{response}

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**2. Policy Commencement Date:**

Effective from {response} to {response}  
both days at 12.00 GMT

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**3. List of Lloyd's Underwriters:**

Syndicate No.	Syndicate Name / Pseudonym	Name of Managing Agent	Percentage
1414	Ascot	Ascot Underwriting Ltd	100%

The registered address for all Lloyd's Underwriters is One Lime Street, London, EC3M 7HA, United Kingdom.

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**4. Insurance cover provided:**

Dispute:	{response}
Court or Tribunal:	{response}
Type of Insurance:	{response}
Sum(s) Insured / Limit(s) of Liability:	{response}

Excess(es) / Deductible(s):	{response}
Premium / taxes:	{response}
Other Side:	{inc address}
Other Side address:	
Representative:	
Representative address:	

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**5. Positive Outcome:**

The recovery by the Insured of any sum of money or monetary equivalent from or for the Other Side regardless of any description which may be attributed to it by the Insured, the Other Side or anyone else.

A positive outcome against one defendant would be deemed a positive outcome and trigger liability to pay the premium due at that stage in the proceedings. Any proceeds from a positive outcome against one defendant must be held in the solicitor's client account and in the event of a loss against the other defendant used to reimburse or to set off against any claim against the insurer under the policy.

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**6. Law applicable to the contract (being which territory's law will be used to determine a dispute relating to this Certificate):**

{response}

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**7. Jurisdiction applicable to the contract (being the territory in which any dispute relating to this Certificate will be heard):**

{response}

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**8. Service of Suit (being any summons, notice or process to be served upon Lloyd's Underwriters for the purpose of instituting any legal proceedings against them in connection with this Certificate) may be made upon:**

Ascot Underwriting Ltd. 20 Fenchurch Street, London, EC3M 3BY

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**9. In the event that you wish to make a claim under this Certificate, please notify the following:**

FAO: Mr Redvers Cunningham or Mr Paul Lyons  
Thomas Miller Legal  
[Redvers.cunningham@thomasmiller.com](mailto:Redvers.cunningham@thomasmiller.com)  
[paul.lyons@thomasmiller.com](mailto:paul.lyons@thomasmiller.com)

Tel: +44 (0) 207 283 4646

Post: 90 Fenchurch Street, London, EC3M 4ST, United Kingdom

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**10.** In the event that you wish to make a complaint, in the first instance please contact the following:

FAO: Mr Redvers Cunningham or Mr Paul Lyons

Thomas Miller Legal

[Redvers.cunningham@thomasmiller.com](mailto:Redvers.cunningham@thomasmiller.com)

[paul.lyons@thomasmiller.com](mailto:paul.lyons@thomasmiller.com)

Tel: +44 (0) 207 283 4646

Post: 90 Fenchurch Street, London, EC3M 4ST, United Kingdom

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**11.** For any other enquiries, please contact your broker or the Coverholder, indicated below:

FAO: Mr Redvers Cunningham or Mr Paul Lyons

Thomas Miller Legal

[Redvers.cunningham@thomasmiller.com](mailto:Redvers.cunningham@thomasmiller.com)

[paul.lyons@thomasmiller.com](mailto:paul.lyons@thomasmiller.com)

Tel: +44 (0) 207 283 4646

Post: 90 Fenchurch Street, London, EC3M 4ST, United Kingdom

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**12. Wording and additional Forms attached hereto and any special conditions:**

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**Dated**

**Signed by**

Redvers Cunningham  
Chief Executive Officer  
Building Lifeplans Ltd  
Coverholder

This Certificate is only valid if it bears the signature of the Coverholder, on behalf of certain Underwriters at Lloyd's.

Lloyd's Managing Agents are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

Thomas Miller Legal is a trading style of Building Lifeplans Limited  
Registered in England (03871048) at 90 Fenchurch Street, London EC3M 4ST  
Authorised and Regulated by the Financial Conduct Authority (311894)

## Privacy Notices

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

<https://ascotgroup.com/cookie-and-privacy-policy/>

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

FAO: Data Protection Officer  
Ascot Underwriting Ltd  
20 Fenchurch Street  
London EC3M 3BY

Email: DPO@ascotgroup.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