

## Key Features of your Policy

Some important facts about your Clinical Negligence Legal Expenses Insurance are summarised below. This summary does not describe all the terms and conditions of your policy. If you require further details of the cover provided please read a copy of the full policy document.

The insurance policy is underwritten by Enterprise Insurance Company Plc. Enterprise Insurance Company Plc is a company registered in Gibraltar (Registration number 89698), whose registered office is at Montagu Pavillion, 8-10 Queensway, Gibraltar and who is licensed to carry on insurance business by the Commissioner of Insurance under the Insurance Companies Ordinance.

### About your After the Event Legal Expenses Insurance

<b>Features and benefits</b>	<b>Policy Section</b>
If you lose your case, your opponent's legal costs will be paid	The cover, section A
If you lose your case, the costs of the disbursements paid on your behalf by your solicitor will be paid	The cover, section B
If you lose your case, the cost of this insurance policy will be refunded to you	The cover, section B
If you lose your case, and paid the additional premium of £1000 & IPT, up to £3000 (including VAT) of your solicitor's profit costs will be paid	The cover, section C

<b>Significant exclusions or limitations</b>	<b>Policy Section</b>
Cover is limited to the amount set out in the Policy Schedule.	Policy Schedule
If your opponent pays you any amount of money for your case, or a sum is payable by your opponent, we will not pay you anything.	Exclusions 1 and 2

We will follow the court rules and will not cover any type of expense that the court decides is not recoverable.	Exclusion 3
There will be no cover if the value of your case falls below £1,000.	Exclusion 4
There will be no cover if you already have insurance that would cover the cost of the proceedings.	Exclusion 5
If the case does not come to a successful conclusion because of something that you or your legal advisor have or have not done, there will be no cover. This will include a failure by you or your legal representative to advise the insurer of all salient facts or of a material change in the circumstances surrounding your claim.	Exclusions 6, 7 and 9
There will be no cover if your opponent does not have their own insurance or sufficient other means to satisfy a judgement in the legal proceedings.	Exclusion 8
Proceedings outside England Wales and Gibraltar are not covered.	Exclusion 10
There will be no cover if you reject an offer which in the insurers reasonable opinion it was reasonable for you to accept.	Termination clause 3
There will be no cover if you or your legal representative do not report to us any material development concerning your claim, or if the claim fails because of misleading information given to us by you.	Condition 4 and 9, Termination Clause 2, and Exclusion 12
There will be no cover if you change your legal representative without getting the Insurer's prior consent.	Condition 3 (c)
Cover may be withdrawn if there is a material development that reduces the chances of you winning your case to below the threshold set out in the original Proposal Form	Termination Clause 2 and Proposal Form

## **Duration of your policy**

This policy does not have a fixed end date. It will remain valid until the conclusion of your case.

## **Cancelling your policy**

If you decide not to go ahead with the insurance, you have 14 days from the date you applied for it to cancel. Any premium paid will be refunded without charge.

To cancel, simply contact us:

by phone: 00 350 50150

by email: [legal@eigplc.com](mailto:legal@eigplc.com)

## **Making a claim**

Claims should be made using the contact details above. You may wish to do this yourself or, more usually, through your legal representative, who will make the claim on your behalf.

## **How to make a complaint**

We hope that you will be pleased with the service we provide. However, if you have a complaint about the service we provide or about a claim on your policy, please contact us direct or advise your legal representative. Your legal representative will give you a leaflet called "Complaints Handling Procedure" which sets out how the complaint will be dealt with.

If you are not satisfied with our response to your complaint, you can refer the matter to the Financial Ombudsman Service. Details of this are also set out in the "Complaints Handling Procedure" leaflet.

## **Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% for the first £2,000 and 90% for the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.

Dated 30 March 2008