

Harbour Underwriting  
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London  
SW1Y 4BE



# Commercial Dispute Insurance

## Policy Summary

### **Statement of Confidentiality**

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## Why take out After the Event (ATE) insurance?

An ATE insurance policy transfers the risk of you having to pay out in the event of a loss of litigation or arbitration proceedings ('legal proceedings').

## When can ATE insurance help me?

If you are going through legal proceedings an ATE policy can protect you from having to pay out significant costs in the event that you are unsuccessful.

Harbour Underwriting's Limited ("HUL") Commercial Dispute Insurance can cover:

- 100% of opponent's legal expenses (these typically arise following an order made by the court to reimburse the costs of a successful opponent in litigation and are known as "adverse costs")
- 100% of disbursements made to advisers and experts other than solicitors (e.g. barristers and expert witnesses)
- 75% of expenses paid to your own lawyers (25% of the costs to your own lawyers are paid by you and are known as a "deductible")

Each of the three sections of cover can be purchased as a standalone policy or can be combined with one, or both, of the other two sections.

## What will I have to pay for ATE insurance?

The policy premium is calculated as a percentage of the total limit of indemnity before any deductibles. The premium is paid in stages (typically 3 stages) to reflect the phases in the legal proceedings. If settlement of the case is reached before a premium payment is due then no further premiums relating to later stages are payable.

HUL will consider other methods of premium payment such as deposit and contingent premiums, where part of the premium (the deposit), is paid upfront with a further payment due only if the case is successful (the contingent).

HUL does **not** offer fully deferred and contingent premiums.

## Why choose Harbour Underwriting Limited?

The HUL Commercial Dispute Insurance is an ATE insurance policy which is a simple and flexible way to reduce the money at risk in legal proceedings. The policy offers comprehensive legal cost insurance for either claimants or defendants in the event of a first instance loss and covers opponent's costs, your own disbursements, and your own lawyer's costs, or any combination of these costs, as detailed above.

The policy can cover you up to a maximum of £5m and we will provide you with an indicative decision within 48 hours of receipt of a complete proposal.

## What happens if I change my mind?

If you are a consumer, the policy has a 14-day cooling off period. So, if you change your mind you can cancel the policy within 14 days of receiving the policy document.

## About HUL and your insurer

The policy is provided by Hamilton Insurance DAC who are A- (Excellent) rated by AM Best.

Harbour Underwriting Limited is an appointed representative of Bennett Gould & Partners (Dorset) Limited ('BGP') which is authorised and regulated by the Financial Conduct Authority.

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## What happens if the insurer cannot meet its liabilities?

BGP and the insurer are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the scheme if the insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.



Further information about compensation scheme arrangements is available from the FSCS via their website - <https://www.fscs.org.uk/>.

### How do I complain?

It is always our intention to provide you with an exceptional level of customer service. If there are occasions when we do not meet your standards, please contact us immediately using the following contact details:

Harbour Underwriting Limited, 4th Floor, 8 Waterloo Place, London, SW1Y 4BE

Tel: +44 (0)20 3829 9400

If we cannot satisfy your complaint you can refer your complaint to The Financial Ombudsman Service if it falls within their jurisdiction. They can be contacted at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.

### Summary Table

This summary provides an overview of the HUL ATE insurance policy. The full terms and conditions of the insurance contract can be found in the policy document.

Significant Features & Benefits	Significant Exclusions or Limitations	Where Found
The <b>Insurer</b> will pay on behalf of the <b>Insured</b> the <b>Opponent’s Costs</b> , if there has not been a <b>Successful Outcome</b> in the <b>Dispute</b> .	<p>The indemnity is subject to a <b>Limit of Indemnity</b>.</p> <p>The <b>Insurer</b> will not be liable to under the <b>Policy</b> where a claim is directly caused by or attributable to:</p> <ul style="list-style-type: none"> <li>• the <b>Committee’s</b> fail to co-operate with or to follow the advice of the <b>Representative</b>, or any delay or default on the <b>Committee’s</b> or the <b>Representative’s</b> part.</li> <li>• any failure by the <b>Committee</b> or the <b>Representative</b> to comply with an order of the <b>Court</b> or the <b>CPR</b> or any equivalent procedural rule that may apply during the <b>Dispute</b>.</li> <li>• any interim application made or resisted, or an <b>Appeal</b> brought by the <b>Committee</b>, without <b>Insurer’s Approval</b>.</li> <li>• the <b>Committee’s</b> decision to:                             <ul style="list-style-type: none"> <li>○ abandon or discontinue the <b>Dispute</b>;</li> <li>○ conclude a settlement with the <b>Opponent</b> or any other party to the <b>Dispute</b> (including as to <b>Opponent’s Costs</b>);</li> <li>○ reject an offer of settlement;</li> <li>○ continue the <b>Dispute</b> after the <b>Insurer</b> has informed the <b>Representative</b> that in their view the <b>Insured</b> is more likely than not to lose the <b>Dispute</b>;</li> </ul> </li> </ul> <p>without <b>Insurer’s Approval</b>.</p>	<p>Section 1 – The Insurance 1.1</p> <p>Section 2 – Exclusions</p> <p>2.1.1, 2.1.2</p> <p>2.1.3</p> <p>2.1.4, 2.1.10</p> <p>2.1.5 2.1.6</p> <p>2.1.7 2.1.8</p>



	<ul style="list-style-type: none"> <li>• any liability for costs arising under <b>CPR</b> Part 44.11 or any equivalent procedural rule that may apply or the <b>Insured's</b> liability for fines or penalties</li> <li>• any element of VAT where otherwise reclaimable.</li> <li>• any <b>Counterclaim</b> unless otherwise stated in the <b>Schedule</b></li> <li>• the <b>Representative's</b>:             <ul style="list-style-type: none"> <li>○ failure to devote such resources of finance and manpower to the <b>Dispute</b> as are necessary to conduct the <b>Dispute</b> efficiently;</li> <li>○ inability to continue funding <b>Own Solicitor's Fees</b>, to obtain additional third party funding or to obtain additional ATE insurance cover as required.</li> </ul> </li> </ul> <p>The <b>Insurer</b> shall not indemnify the <b>Insured</b> for any liability arising out of a material change for which indemnity would otherwise have been available under this <b>Policy</b> unless the <b>Insurer</b> has provided valid confirmation of cover, whether by an express term of this <b>Policy</b>, endorsement, written confirmation or otherwise</p>	<p>2.1.9</p> <p>2.1.11</p> <p>2.1.12</p> <p>2.1.13</p> <p>2.1.14</p> <p>11.2</p>
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