

After-the-event insurance.

Proposal form

Use of personal information

To provide our services as an insurer, QBE European Operations will need to collect and use personal information. The types of personal information that we collect and our uses of that personal information will depend on your relationship with us but will include details such as name, address and contact details. If relevant, it will also include sensitive personal information (e.g. data concerning health) and information relating to criminal convictions and offences.

We may obtain your personal information from or share it with third parties such as intermediaries, other insurers, reinsurers, loss adjusters, sub-contractors, our affiliates, the police and other law enforcement agencies, fraud and crime prevention and detection agencies, databases and registers (for example [the Motor Insurance Database, Claims and Underwriting Exchange and Motor Insurance Anti-Fraud and Theft Register]), publically available sources and certain regulatory bodies for the purposes described in our Privacy Notice qbeeurope.com/privacy-policy/.

Depending on the circumstances, we may transfer personal information outside the United Kingdom and the European Economic Area to countries that have less robust data protection laws. Any such transfer will be made with appropriate safeguards in place.

In some cases, we may need to process certain types of 'sensitive personal information' such as information relating to your health and criminal convictions in order to provide our insurance services and pay claims.

By ticking the box to the right, you consent to the use of your personal data for the purposes of evaluating insurance applications and providing quotes; providing insurance cover; handling claims; crime and fraud prevention and debt recovery.

Similarly, by ticking the box to the right, you confirm that where you have provided us with sensitive personal information relating to a third party, you have obtained that third party's consent.

You can withdraw your consent at any time by notifying us, but if you do we may no longer be able to provide our insurance services or pay claims which might mean that the policy you are covered by will stop or your claim will not be paid.

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You can find out more about our use of personal information and the rights that you have by clicking here: qbeeurope.com/privacy-policy/. You can also request a paper copy of the Privacy Notice by contacting the Data Protection Officer by email at: dpo@uk.qbe.com or in writing to: The Data Protection Officer, QBE European Operations, 30 Fenchurch Street London, EC3M 3BD. We recommend that you review this notice.

If you provide us with personal information relating to a third party you should provide them with a copy of this notice.

Notes

- 1** Signing this proposal form does not bind you or QBE to effect insurance. On receipt of the proposal QBE's only obligation is to decide whether to offer insurance and if so, on what terms.
- 2** The papers submitted will be confidentially disposed of should the proposal be declined, unless requested otherwise.
- 3** The papers submitted will not be used for any other purpose nor disclosed to any other third party unless agreed with you.
- 4** Before this insurance contract is entered into, the Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, the Insured must:
 - a)** Disclose to the Insurer every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
 - b)** Make the disclosure in clause **(4)(a)** above in a reasonably clear and accessible way; and
 - c)** Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
- 5** For the purposes of clause **(4)(a)** above, the Insured is expected to know the following:
 - a)** If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b)** If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.
 - c)** Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurer expects that the Insured will have included them in its enquiries, and that the Insured will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

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Please complete ALL sections

1 Proposer's details

Name

.....

Address

.....

Status (e.g. individual, company, executor, etc)
.....

Postcode

Date of birth (if applicable) / /

Status in the dispute (e.g. applicant/plaintiff, respondent/defendant, etc)
.....

2 Legal advisers' details

Solicitor firm name

.....

Address

.....

Solicitor acting
.....

Postcode

Supervising partner
.....

Telephone/fax
.....

Email
.....

Solicitor file reference
.....

Your firm's APRA registration number
.....

Date instructed / /

Barrister name
.....

Name of chambers
.....

Date instructed / /

3 Opponent's details

Name

.....

Address

.....

.....

.....

Status (e.g. individual, company, executor, etc)

.....

Postcode

Date of birth
(if applicable)

/ /

Status in the dispute (e.g. applicant/plaintiff, respondent/defendant, etc)

.....

Opponent's solicitors

.....

4 Opponent's means to satisfy judgment

Opponent's insurer (if known)

.....

What other checks have been undertaken to ensure that
the opponent can satisfy a judgment?

5 The case

5.1 Details of the case

Type of case

Date of cause of action

/ /

Jurisdiction

Forum (District/County Court, Federal Court, Federal Magistrates Court, High Court, etc)

Full value of claim

Minimum acceptable settlement figure

Any other non-monetary relief sought

Any other non-monetary settlement likely or possible

Prospects of succeeding at trial as against each opponent (%)

Are there any other legal proceedings between the parties – if so, please provide details

Is a counterclaim to be expected – if so, please provide details

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5.2 Has a letter before action been sent? Yes No
If 'yes', please provide details and date
..... Date

Are there any limitation issues? Yes No
If 'yes', when will the claim become
statute-barred for limitation? Date

Date of issue Date defence filed

Please provide details of the stage that the proceedings have reached

Has liability been admitted? Yes No
Has a date been set for a final hearing? Yes No
If 'yes', please provide date
Date

5.3 Settlement

Has the proposer made, or is the proposer in the process of making,
any offers of settlement? If 'yes', please provide details Yes No
.....

Has the opponent made any offers of settlement? Yes No
If 'yes', please provide details
.....

Has mediation, or any other form of ADR been suggested? Yes No
If 'yes', please provide details
.....

Please provide a view on the prospect of reaching a settlement with the opponent

5.4 Interim applications

Have any pre-action or interim applications been made or threatened
by any party? If 'yes', please provide details Yes No
.....

6 Costs

6.1 The retainers

Please provide full details of the solicitor's retainer (private fee paying, no win-no fee retainer, DBA, etc)

.....

If no win-no fee, what is the uplift to be applied; if DBA what is the percentage of the law firm's hourly rate at risk?

.....

Date of law firm's retainer

Please provide full details of the barrister's retainer (private fee paying, no win-no fee, DBA, etc)

.....

If no win-no fee, what is the percentage of the barrister's hourly rate at risk?

.....

Date of barrister's retainer

6.2 Funding

Does or did the proposer have the benefit of any other insurance policy that could cover this dispute? If 'yes', please provide details Yes No

.....

Does the proposer require, or anticipate requiring, third-party funding? Please provide full details Yes No

.....

Please provide details of any litigation funders (and/or funding brokers) approached by the proposer and their respective responses

.....

6.3 Own costs

Please note that **cover for own costs is only available in limited circumstances**. If cover is not required, please enter 'n/a' in the boxes in this section

Own costs incurred to date	Maximum estimated own costs to trial
.....

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6.4 Opponent's costs

If cover is not required, please enter 'n/a' in the boxes in this section

Est. costs incurred by the opponent to date	Maximum estimated total costs to trial
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6.5 Disbursements

If cover is not required, please enter 'n/a' in the boxes in this section

Disbursements incurred to date	Max. estimated total disbursements to trial
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6.6 Costs of costs assessment proceedings

If cover is not required, please enter 'n/a' in the boxes in this section

Est. opponent's costs of costs assessment	Est. disbursements of costs assessment
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.....
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Estimated own costs of costs assessment

.....

6.7 Costs of appeal

If cover is not required, please enter 'n/a' in the boxes in this section

Estimated opponent's costs of appeal	Estimated disbursements of appeal
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.....
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Estimated own costs of appeal

.....

6.8 Premium cover

Please note that cover for the premium is subject to payment of a further deposit premium or an increased premium

Is cover for the premium sought?	Yes	No
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7 Other applications for legal expenses

7.1 Settlement

Has the proposer approached any other legal expenses insurer or broker?

Yes	No
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If 'yes', please provide full details including the outcome of any other such applications

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8 Supporting documentation

Before submitting your proposal, please use the following as a checklist of the documents to be submitted with this proposal and tick the relevant boxes showing the documents enclosed with this application:

Copy of retainer

(including risk assessment if applicable)

Costs estimates / budgets filed and served in the action

(Precedent H if completed)

Correspondence with the opponent(s)

Witness statements

Counsel's written advice (or, if none, attendance notes of conferences/calls with counsel)

Pleadings

Court orders (including directions orders)

Expert reports

9 Declaration

To be signed by Proposer and Solicitor

I/We declare that this proposal contains every material circumstance of which I/we are aware following a reasonable search and that the information contained in this proposal (including all attachments, if applicable) is substantially correct.

I/We undertake to inform Underwriters of any material alteration to the information contained in this proposal as may be necessary to comply with my/our duty of fair presentation as set out in the Insurance Act 2015.

Name of Proposer (please print)

Date

.....
Signature of Proposer

Name of Solicitor (please print)

Date

.....
Signature of Solicitor

.....

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Made possible



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