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Litigation Funding and After-the-Event Insurance

PROPOSAL FORM

IMPORTANT NOTICE:

Please note that we normally charge a £250 Application Fee for providing our broking service. If you would like to know more about what we do in return for this Fee, please visit our website or contact us.

Please complete all Sections of this Proposal Form. The information provided and received will be treated in confidence. If you need more space to answer any question more fully, please use the Additional Information space provided or attach a separate sheet. If a Question is not relevant to this specific case, please answer "N/A".

Completion of this Proposal Form does not in itself bind Universal Legal Protection Ltd, any Litigation Funder, any Insurer or the Proposer to any contract. But in the event of an offer of Funding being issued pursuant to this Proposal Form and a Funding Agreement subsequently entered into, this Proposal Form may be relied upon by the Funder and deemed to constitute part of that Funding Agreement. In the event of an Insurance Policy or Certificate being issued pursuant to this Proposal Form, this Proposal Form shall constitute part of that Policy or Certificate.

Before any insurance contract is entered into, the Proposer must make a fair representation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015.

In summary, the Proposer must:

- a) disclose to the Insurer every material circumstance which the Proposer knows or ought to know. Failing that, the Proposer 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 and, if so, on what terms (including premium); and
- b) make the disclosure in clause a) above in a reasonably clear and accessible manner; and
- c) ensure that every material representation as to matter of fact is substantially correct and that every material representation as to matter of expectation or belief is made in good faith.

For the purpose of clause a) above, the Proposer is expected to know the following:

- a) If the Proposer is an individual, what is known to the individual and anybody who is responsible for arranging this insurance.
- b) If the Proposer is not an individual, what is known to anybody who is part of the Proposer's senior management; or anybody who is responsible for arranging this insurance.
- c) Whether the Proposer is an individual or otherwise, what should reasonably have been revealed by a reasonable search of information available to the Proposer. The Proposer cannot ignore or deliberately withhold information (this may amount to breach of the duty or fair representation even if the Insurer had sufficient information to ask questions but did not do so). The information may be held within the Proposer's organisation, or by a third party (including but not limited to subsidiaries, affiliates, the broker, or any other parties. The Insurer expects that the Proposer will have included them in its enquiries, and that the Proposer will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

If the Proposer becomes aware that the information provided is incorrect or incomplete please contact us immediately.

A. THE PROPOSER (CLAIMANT/APPELLANT OR DEFENDANT/RESPONDENT)

1) Please provide the following details with regard to the Proposer(s):			
i. Name(s):			
ii. Address:			
iii. What is the Proposer's legal status?			
iv. Is the Proposer the:	Claimant	Defendant	
v. Is the Proposer registered for VAT?	YES	NO	
vi. Registration Number (if a company):			
vii. Description of business (if a company):			
2) Is the Proposer a Liquidator?	YES	NO	
	If 'YES', do they have the authority of the creditors to bring this claim?	YES	NO

B. THE PROPOSER'S APPOINTED REPRESENTATIVE

1) Please advise the details of the Appointed Representative who will be acting for the Proposer in the Legal Action:	
i. Name of Solicitor ii. Firm/Practice:	
iii. Address:	
iv. DX Address:	
v. Telephone No:	
vi. FCA/EPF Registration number:	
vii. Case Handler:	
viii. Case Handler's email address:	

ix. Case Reference:	
x. Name of Assistant:	
xi. Assistant's email address:	

2) Please provide details of Counsel instructed on the Proposer's behalf:	
i. Name:	
ii. Chambers:	
iii. Counsel's experience and area of speciality:	

C. THE OPPONENT

1) Please provide the following details with regard to the Opponent(s):	
i. Name(s):	
ii. Address(es):	
iii. Legal status:	
iv. Company Registration Number(s):	
2) Is the Opponent registered for VAT?	YES NO
3) Does the Opponent(s) have an address for service in England or Wales or a process address?	YES NO
4) Would there be a need to enforce against assets in another jurisdiction?	YES NO
	If 'YES', are there reciprocal enforcement arrangements in place? YES NO
5) Solicitor Details (if known):	
6) Counsel Details (if known):	
7) Does the Opponent have the means to satisfy any judgement obtained?	YES NO
	If 'YES', please supply supporting documentation

D. THE LEGAL ACTION (CLAIM/CASE/PROCEEDINGS)

1) Type of case:				
2) Date of Breach/Incident:				
3) Jurisdiction				
4) Forum (Court, Tribunal etc.):				
5) When was the case first referred to the Proposer's Appointed Representative?				
6) What stage have the proceedings reached?				
7) Is it arguable that the limitation period for the claim has expired?	YES	NO		
	If 'YES', please supply full details			
8) When might the Trial reasonably commence?				
9) What is the expected length of the Trial?				
10) What is the approximate Quantum?	General Damages:	£	Special Damages:	£
11) What figure might the Proposer agree to settle at?	General Damages:	£	Special Damages:	£
12) Have legal proceedings been issued?	YES	NO		
	If 'YES', when:			
13) Has a Defence been received?	YES	NO		
	If 'YES', when:			
14) Has the Opponent made any offer or payment in settlement of all or part of the claim?	YES	NO		
	If 'YES':			
	i. When:			
	ii. Amount:	£		
15) Has the Proposer made/does the Proposer intend to make a Part 36 offer, payment or any other offer of compromise in respect of all of, or part of, the claim?	YES	NO		
	If 'YES', please provide full details; if 'NO', please explain why not.			
16) Has liability been admitted?	YES	NO		
17) Is the Opponent insured?	YES	NO	NOT KNOWN	
18) Is there any need for interim remedies? (e.g. freezing injunctions)	YES	NO		
19) Is any non-financial remedy sought?	YES	NO		

20) Has mediation or another form of ADR been requested?	YES		NO	
	If 'NO', will it be requested?		YES	NO
21) Please indicate in percentage terms what you consider the prospects of success are for:	LIABILITY:		%	
	QUANTUM (per question D.10)		%	
	QUANTUM (per question D.11)		%	
22) Are you (the Proposer's Appointed Representative) on a CFA or any other form of Special Fee Agreement?	YES		NO	
	If 'YES':	When was it entered into?	What amount is the CFA?	
			%	
If 'NO', would you be prepared to enter a 50% or greater CFA?		YES	NO	
23) Is Counsel on a CFA (or any other form of Special Fee Agreement)?	YES		NO	
	If 'YES':	When was it entered into?	What amount is the CFA?	
			%	
If 'NO', would Counsel be prepared to enter a 50% or greater CFA?		YES	NO	
24) Do you have a Counsel's Opinion?	YES		NO	
	If 'YES', what are the prospects of success?		%	
25) Are the Opponent's Solicitors acting under a CFA?	YES	NO	NOT KNOWN	
26) Please give details of how the case has been funded to date (e.g. A-t-E cover, B-t-E cover, Legal Aid Certificate, private retainer):				
27) Does the Proposer have access to all documents which are necessary to prove the claim?	YES		NO	
28) Does there appear to be a need for forensic evidence to be collected?	YES		NO	
29) Does the claim appear likely to require expert evidence?	YES		NO	
	If 'YES', has the Expert provided an opinion?		YES	NO
30) Have statements been taken, or proofs of evidence obtained?	YES		NO	
31) Does the witness evidence appear to be supportive of the claim?	YES		NO	
32) Does the case appear to turn on the evidence of key witnesses?	YES		NO	
33) Are those witnesses currently co-operative, within the jurisdiction and compellable?	YES		NO	
34) Are you aware of anything which may adversely affect the success of the Legal Action?	YES		NO	
	If 'YES', please provide full details			

E. FUNDING SOUGHT BY THE PROPOSER

1) Please state the:		
i. Proposer's Appointed Representative's Legal Costs (net of any CFA or any other Special Fee Agreement):	£	+ VAT
ii. Proposer's Disbursements (excluding Counsel):	£	+ VAT
iii. Proposer's Counsel's Fees (net of any CFA or any other Special Fee Agreement)	£	+ VAT
iv. Total amount of Funding sought (not including any Funding that may be required to pay any A-t-E insurance premium):	£	+ VAT

F. ESTIMATED COSTS AND AFTER-THE-EVENT COVER SOUGHT

1) <i>Please answer all sections (whether you are on a full or partial CFA, DBA or other form of Special Fee Agreement or not), and whether you require cover or not. Please also note it may not prove possible to get insurance cover for Proposer's Appointed Representative's Legal Costs or Costs already incurred.</i>			Is A-t-E cover required:	
			YES	NO
i. Opponent's Costs	incurred up to <u>now</u> :	£		
	from <u>now</u> until end of Trial:	£		
ii. Proposer's Disbursements (excl. Counsel)	incurred up to <u>now</u> :	£		
	from <u>now</u> until end of Trial:	£		
iii. Proposer's Counsel's Fees	incurred up to <u>now</u> :	£		
	from <u>now</u> until end of Trial:	£		
iv. Proposer's Appointed Representative's Legal Costs	incurred up to <u>now</u> :	£		
	from <u>now</u> until end of Trial:	£		

2) If you require cover for Costs already incurred up to <u>now</u> , please state from what date cover is required:	
3) Total Limit of Indemnity (amount of A-t-E Cover) required: <i>(please note that this figure should <u>not</u> include the premium, however we will always seek to get insurance cover for the premium in addition)</i>	£ <i>(this figure should be the total of those amounts where you have ticked or entered 'Yes' above)</i>

G. SECURITY FOR COSTS

1) Is the Proposer facing or likely to face an application for Security for Costs?	YES	NO
	If 'YES', please confirm the likely level of Security required: £	

H. APPROACHING THE FUNDING & INSURANCE MARKETS

1) Universal Legal Protection Ltd will analyse all the information provided before approaching any Insurers or Underwriting Agencies who operate in the A-t-E insurance market or any Funders. Is there any Insurer or Funder whom you do not wish us to approach?	YES	NO
If 'YES', please give details in confidence in a separate note/letter		
2) Although Universal Legal Protection Ltd have access to most if not all of the possible Insurers and Funders for this class of business, it may be that you have already approached one or more of them in which case please advise us so that we do not double up. Have you already approached any Insurer or Funder with this case?	YES	NO
If 'YES', please supply details including the outcome in a separate note/letter		

I. SETTLEMENT STRATEGY

Please set out below your strategy for settling this case successfully BEFORE trial. Include estimated milestones and likely settlement figure sought at each stage.

J. ENCLOSURES

Please enclose as much relevant supporting information as possible.

CHECKLIST		Enclosed	
		YES	NO
1)	Case Summary (the facts and issues involved, plus the stage the Legal Action has reached):		
2)	Appointed Representative's advice on the merits of the Legal Action and quantum of claim:		
3)	Counsel's advice on the merits of the Legal Action and quantum of claim including percentage chance of success:		
4)	Particulars of claim/statement of case/letter before action:		
5)	Defence statement:		
6)	Relevant witness statement(s):		
7)	Key Agreements – e.g. contract(s) which are the subject of the dispute:		
8)	Costs budget:		
9)	Experts' reports:		
10)	Relevant correspondence with the Opponent:		
11)	Payment of the Application Fee of £250 (no VAT) by BACS to: Account No: 36257974 Sort Code: 60-00-01 Account Name: Universal Legal Protection Ltd Please use the Applicant's name as a reference Alternatively, please enclose a cheque made payable to Universal Legal Protection Ltd for £250	Payment made by:	
		BACS	YES
		Cheque	YES

K. ADDITIONAL INFORMATION

Please use the space below for additional information (please continue on separate paper if there is insufficient space).

L. DECLARATION (BY PROPOSER AND APPOINTED REPRESENTATIVE)

This Proposal Form shall be completed jointly by the Proposer and the Proposer's Appointed Representative and both shall sign the respective Declarations where indicated.

- (a) We have read the "Important Notice" on page 2 of this form and are aware of our duty to make a fair presentation of the risk, which requires us to disclose all material facts.
- (b) We declare that the contents of this Proposal Form are true to the best of our knowledge and belief and agree that the contents of this Proposal Form, together with any further information and documentation provided to the Funder(s) and the Insurer(s), will be incorporated into and form the basis of any contract(s) which may subsequently be agreed with the Funder(s) and the Insurer(s) and that any non-disclosure of any relevant information may invalidate such contract(s).
- (c) I/We (the Proposer) authorise the Appointed Representative to provide the Funder(s) and the Insurer(s) and their representatives all such information as they may require and I/We agree that the Appointed Representative may give information to the Funder(s) and the Insurer(s) notwithstanding that this would otherwise be breach of privilege and confidentiality owed to me/us.
- (d) I/We (the Appointed Representative) believe that the Limit of Indemnity selected in Section F is sufficient to pursue the Legal Action to the end of Trial.

SIGNED BY THE PROPOSER(S):		POSITION:	
NAME(S):		DATE:	

SIGNED BY THE APPOINTED REPRESENTATIVE:		POSITION:	
NAME:		DATE:	

DATA PROTECTION

ULP will process your data in accordance with relevant data protection legislation. Your data will be passed to appropriate Funders and/or Insurers so that they can assess and provide you with Quotations and Funding/Insurance cover (where required), to administer any Funding/Insurance cover and may be used in the event of a claim being made. Wherever it is processed, your data will be protected in the appropriate manner.

If you provide us with any information which constitutes 'Personal Data' (including 'Sensitive Personal Data' or 'Special Category Data'), we will treat such information at all times in accordance with the General Data Protection Regulation. ULP may hold and process such information (i) in order to provide a service to you; (ii) to facilitate the effective management and operation of our business; (iii) to comply with applicable laws, prevent and deter fraud and comply with our regulatory requirements. Our full privacy notice can be found at <http://www.ulpltd.co.uk/privacy>.

When completed, please forward this Proposal Form together with the stated Enclosures to Universal Legal Protection Ltd (see front page for email, DX or postal address).

ULP201/FUNDING & ATE

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