



Client Care Options

48 Pilley Lane
Cheltenham, GL53 9ER

t. 01242 260 388

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Terms of Engagement

This agreement sets out the terms, conditions and scope under which we'll provide our services to your Client whilst acting as their agent. We recommend that you read this document in full. If you or your Client have any questions, we would be pleased to address them before you complete the declaration section confirming the engagement our services.

Our Services

Client Care Options Ltd ("CCO") is a specialist independent insurance intermediary that arranges After the Event ("ATE") legal expenses and litigation finance.

CCO is an 'open market' intermediary, which means that we are free to approach all litigation, funders and/or legal expenses insurers ("**Providers**").

We have extensive knowledge of a large number of available products and solutions. By using our experience, contacts, agencies agreements and relationships with a wide range of **Providers** we will search the litigation finance and legal expenses insurance market for the most suitable products.

Unless agreed otherwise, we will approach what we believe to be a sufficiently large number of **Providers** and products to be representative of the whole market. By taking close account of the information supplied by you and your **Client** we will present your case to suitable **Providers**.

Terms and Conditions

Meanings

Client – is your Client and is the person or organisation shown in the declaration section of this letter.

Confidential Information - means any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, Clients, suppliers, marketing intentions and marketing opportunities, operations, know-how, trade secrets and software of yours including but not limited to Client lists and Intellectual Property, besides information which is or becomes generally available to the public other than as a result of its disclosure by us in breach of these terms of engagement;

Legal Representative - means the law firm, or barrister stated in the declaration section of this letter;

Overriding Requirement - means any requirement of law, any order of a court of competent jurisdiction and any requirement of any relevant regulatory or governmental body or authority;

Permitted Purpose - means the provision of our services set for the purpose of arranging litigation finance & Insurance with the **Providers**;

Providers - means any insurance company, sub-agent, funder or lender approached for by us for the **Permitted Purpose** excluding any organisation or individual as state by the insurers or litigation funders. For the avoidance of doubt if you have stipulated in the **Declaration** section of this agreement that we should not approach an organisation or individual they will be excluded as a **Provider**.

Reference in these terms of engagement to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed to include a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated; and all statutory instruments, orders, regulations or instruments made pursuant to it.

Confidentiality

CCO will keep all information relating to your **Clients'** affairs confidential and we will not without prior written consent:

- use, copy or exploit **Confidential Information** in any way for any purpose other than in connection with the **Permitted Purpose**;
- disclose **Confidential Information** in whole or in part to any third party other than to **Providers** for the **Permitted Purpose** or internally and with our professional advisers (to the extent they need the information for the **Permitted Purpose**) and who are legally obligated to treat that **Confidential Information** on the same terms and conditions as contained in this letter.

Exceptions;

The undertakings of CCO in relation to this Agreement shall not apply to any **Confidential Information**:

- which at the time of disclosure is within the public domain, other than as a result of a breach of these terms of engagement;
- which falls into the public domain through no fault of the CCO, or any of their respective directors, officers, employees, agents or professional advisers;
- which is received by CCO from a third party who is lawfully in possession of such information, is not in breach of any legal or fiduciary obligation to the other party and who has not required that party to refrain from disclosing such information to others; or
- disclosure of which is necessary for the receiving party to comply with any applicable legal or regulatory obligation provided that the receiving party has given the other party a reasonable opportunity to make representations as to the form and content of such disclosure which representations the receiving party shall incorporate into the disclosure to the extent that it is reasonable;
- which we are entitled to disclose to our advisers, including our legal advisers, auditors and insurers (for the purposes of enabling us to make full notification to our insurers of work that we undertake for you that may result in an insurance claim. All such advisors are obliged to keep all such information as confidential.

CCO shall use its best endeavours to preserve the secrecy of your **Client's Confidential Information** and shall inform you immediately if it becomes aware that **Confidential Information** has been disclosed to an unauthorised third party.

Data Protection

We do not use any of the data we hold about your **Client** to provide information on other products or services, nor do we ever pass on this information to any other party for such purposes. We only use the information

provided for the purposes of administering quotations, offers and insurance policy and/or funding arrangements with the **Provider** and we do not keep it for longer than necessary.

The only information retained by us regarding your **Client's** case will be that provided by you in the course of the **Permitted Purpose**.

We take your **Client's** privacy seriously and will only use their personal information to deliver our services.

Processing personal data is necessary for us to carry out our services. In line with our FCA requirements the data will be stored for at least 7 years.

Arranging litigation finance or insurance will involve information being provided to us which is subject to litigation privilege and/or legal professional privilege. We will in turn share this information only with the **Providers** that have been agreed with you or your **Client**.

The expectation is that the information shared with the participating **Providers** will remain privileged from disclosure. However, we cannot guarantee that will be the case. If there are any concerns regarding this issue, please contact us.

Please note that it is possible that your **Client's** opponent may successfully apply for disclosure of the ATE or BTE legal expenses insurance policy itself.

Law and Jurisdiction

These terms of engagement will be governed by and construed in accordance with English law, and all claims and disputes between us arising out of or in connection with this letter will be determined in accordance with English law.

Each party submits to the exclusive jurisdiction of the courts of England in relation to all claims, disputes, differences or other matters arising out of these terms of engagement.

Legal Representation

It will be a requirement of our process of arranging litigation funding that you will be required to supply information, costs budgets and possibly enter into a priority agreement (or similar) with any **Providers**.

It is agreed that you as the **Legal Representative** will provide us with all reasonable cooperation and you should agree fee arrangements for any such work with the **Client**. We shall not be liable for any **Legal Representation** costs or associated expenses costs or any refusal on your behalf to meet the conditions of a **Provider**.

Please note should the **Client** wish to change you as the **Legal Representative** during the course our engagement this may cause difficulties with the application process and any offers we receive may subsequently be declined or withdrawn. We reserve the right to charge reasonable additional administration fees in such circumstances.

Exclusivity

By signing this agreement you are agreeing to the exclusive appointment of CCO to investigate litigation funding and legal expenses insurance options. Approaching any other litigation funders, insurers or brokers without our prior agreement will adversely affect our ability to deliver our services and may result offers or quotations being declined or withdrawn by **Providers** already approached by us. In these circumstances we reserve the right to terminate our engagement.

Duty to Provide Information

You are reminded that insurance contracts and finance arrangements are based on contracts of Utmost Good Faith and this places upon you a continuous duty to disclose all information that the **Provider** may consider relevant. It is the responsibility of both you as the **Legal Representative** and your **Client** to provide complete and accurate information when the policy is taken out and throughout the life of the policy cover or finance arrangement.

Ensuring that all statements made on the application form and within the accompanying documentation are full and accurate to the best of your knowledge. If any material information is not disclosed to **Providers**, this may invalidate the insurance cover or funding agreement.

Please note that should you become aware of any facts that may prejudice an offer or quotation you must notify us in writing immediately.

Useful information about our services

Application Fee

By signing this agreement you are agreeing to pay the follow charges for our services.

We charge a £350 application fee for our services.

This will be refunded in the event of our receiving a fee or commission payment from a **Provider** for the placement of insurance or litigation funding in relation to the claim stated on this form.

Please note that this fee is non-refundable if we are unable to obtain offers or quotations from **Providers**, as this can never be guaranteed.

We will be unable proceed with your application until we receive the application fee and signed completion of the Declarations section of this letter.

Internal Review

Once the completed application, supporting documents and application fee are received we will carry out our internal review of the information. This is to ensure that we have everything required to present the case to **Providers**. A clear and well-presented application submitted with all the correct documentation will have a much better chance of being quoted and attract lower premiums and funding rates. It will also avoid possible delays dealing with requests for additional documentation.

Time Scales

In the absence of any specific deadline or urgency, we expect to receive responses (to a full application and presentation of facts) from the **Providers** within 21 working days.

Please note that whilst 21 working days is our target turnaround time, should a case be particularly complex or require unusually high level of cover, it may take longer for some **Providers** to complete their assessment.

If CCO believe this 21 working days target will be unrealistic, we will inform you of this at the earliest opportunity.

Comparing Offers

Having obtained one or more offers, we will present the options in an understandable format.

Selecting Litigation Funding

Generally, we do not make a recommendation in respect to which funding arrangement should be purchased. However, we endeavour to provide you with sufficient information to assist, advise and help your **Client** make an informed decision.

Selecting insurance solutions

We can advise and make recommendations, according to specific demands and needs, on the suitability of insurance policies and quotations. We will endeavour to provide you, or your **Client**, with sufficient information to make an informed decision.

Arranging Insurance Contracts

In order to maintain the highest possible level of service standards, and ensure that business continuity and compliance are fully met, CCO use the services of Straight Solutions Ltd for the processing of applications and all on-going insurance policy administration.

Client Care Options Ltd is an Appointed Representative of Straight Solutions Ltd, an independent insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA 315448).

Authorisation

The Financial Conduct Authority (FCA) is the independent body that regulates financial services. If you visit the FCA Register (www.fsa.gov.uk/register/home.do) or phone on 0845 606 9966 you can verify this.

Commission and Remuneration

In addition to our application fee (as previously set out in this agreement) we will receive commission or an introducer fee from **Providers** to remunerate us for our services. This is paid by the **Providers** as part of our agency and introducer arrangements we have in place with them.

If there are any further fees or payments required in addition to that as may be required by **Providers** we will always agree these with you first before incurring them and with you we will never make a charge that we have not identified to you in advance.

Complaints

CCO aims to provide the highest level of customer service at all times. If you, or your **Client**, feel we have fallen short of the high expectations we aim to provide we have a formal complaints procedure. Contact us directly either by telephone or writing; please address your complaints in writing to;

The Managing Director,
Client Care Options Ltd
48 Pilley Lane
Cheltenham
GL53 9ER

Alternatively, call us on 01242 260 388.

A complaint will be acknowledged quickly. We will explain how it will be handled, confirm what you, or your **Client**, need to do, and update you on how your complaint is progressing.

If we are unable to resolve the issue you may be entitled to refer the matter to the Financial Ombudsman Service ('FOS').

Your **Client** may also be able to claim compensation from the FSCS if we are unable to meet our obligation. The amount of compensation will depend on the type of business and the circumstances of the claim. Further information is available www.fscs.org.uk.

Important Disclaimers

CCO cannot and does not guarantee the solvency of any provider from whom insurance or litigation may be offered, nor does it rate, assess or approve financial security.

Following the implementation of The Legal Aid and Punishment of Offenders Act 2012 legal expenses ATE insurance premiums are in most instances no longer a recoverable cost.

Signed on Behalf of Client Care Options Ltd.

Mark Baker

Managing Director

Terms of Engagement - Declaration Section

If you wish to engage our services in accordance with the above terms of engagement agreement we would be grateful if could please complete the following questions and sign and return this section.

Please insert the name of the person or organisation that is bringing (or defending) the claim ("Client")
Please give your Client's address and postcode

Please insert the name of the opponent/s.

Name of your Firm ("Legal Representative")	
Address.	
Solicitor Contact Name ("you")	
Email Address.	
Telephone.	

It is a condition of these terms of engagement that you please disclose any previous application or approach to a **Provider**. **Providers** will expect us to disclose this as material information before agreeing to assess this case. This will also avoid any difficulties in us effectively providing our service and the same **Providers** being re-approached without an agreed strategy.

Have you or your Client made a previous application to a legal expenses insurer or litigation funder for this claim? <i>Please tick to confirm</i>	Yes	No
If "yes" provide details and outcome of your application		

Please use the space below if you, or your Client do NOT wish us to approach any provider due to any possible conflict of interest or any other reason.

Name of Provider you do not wish us to approach	Reason

Declaration	
I confirm that I / we have read and accept these terms of engagement and that I am authorised to sign on behalf of the legal representative and Client.	
Full name	
Signature	Date
Position	

Thank you for choosing to appoint Client Care Options Ltd. We will now endeavour to keep you updated as we progress with presenting your application to Providers for their assessment.