



## Information Statement and Demands and Needs

### Purpose

The purpose of the documentation is to provide our clients with information on:

- The way we are regulated;
- The information we hold which is relevant to this insurance, and to record your demands and needs;
- The basis upon which after insurance policy has been selected;
- The suitability of the level of cover provided;
- The relevance of any policy exclusions, excesses, limitations or conditions.

The after the event insurance policy wording is prepared on behalf of the insurers.

### Information Statement

#### Insurance Policies which are “Incidental” to Legal Work. Information for clients.

1. IBB Solicitors has its principal place of business at Capital Court, 30 Windsor Street, Uxbridge, UB8 1AB
2. As an authorised professional firm IBB Solicitors (Iliffes Booth Bennett) is authorised by the Financial Services Authority. However, this work is incidental to the legal work of firm and is hence not a mainstream regulated activity and will be conducted in accordance with the Rules of our professional body the Law Society of England and Wales. Our authorisation can be confirmed on the Register maintained by the Financial Services Authority. The Register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234
3. IBB Solicitors does not have any holding, direct or indirect, representing more than 10% of the voting rights of, or the capital in, an insurance undertaking.
4. No insurance undertaking or parent of an insurance undertaking has a holding, direct or indirect, representing more than 10% of the voting rights of or capital in this firm.
5. The contract of insurance on which this firm has provided advice or arranged has been selected by considering a restricted selection of contracts. We are not contractually bound to providers. On request we will provide you with further information on this process.
6. IBB Solicitors has Professional Indemnity Insurance in accordance with the requirements of the Law Society of England and Wales

7. Any complaint which you may have about any service provided by the firm should be directed to the client partner within IBB Solicitors . In relation to insurance matters you have a right to complain to the Financial Ombudsman Service. In relation to legal matters you have a right to complain to the Legal Ombudsman (address PO Box 15870, Birmingham, B30 9EB, website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), telephone 0300 555 0333) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

### Demands and Needs

We note that:

1. On the basis at the information supplied/obtained to date you have sufficient grounds to seek compensation for the injuries you have sustained..
2. You have told us that you do not wish to take the risk of being liable to pay your opponent's costs or your own disbursements (including reasonable loan funding interest) if you lose your case.
3. You need to be in a position to make your own decision on the merits of any offers of settlement you receive, after taking our advice. You do not want an insurer to have the right to force you to accept an offer or to stop you from issuing court proceedings so long as you have complied with your policy obligations.
4. You want to have the benefit of an after the event legal expenses policy where the premium reflects the category of risk, and the cost of which is intended to be recoverable from your opponent if you win your case.
5. The after the event insurance policy which we have identified clearly sets out your obligations and responsibilities.



### **Our Recommendation**

We recommend the after insurance policy highlighted in our correspondence. This policy meets the demands and needs of a person or business who enters into a conditional fee agreement with their solicitor for a claim and wishes to protect themselves against potential costs that are not covered under the conditional fee agreement.

Please note that we have not carried an analysis of all the insurance contracts available on the market.

We offer this after the event legal expenses policy to our clients with eligible cases conducted on a conditional fee basis.

The cover is comprehensive, and reflects both the category of risk and the stage your case reaches. The policy we have recommended is a delegated authority scheme enabling us to obtain insurance cover on your behalf immediately, and to retain full professional judgment in the conduct of your case.

### **Suitability**

We consider that the policy is suitable because we have:

- Considered the information we already hold about you and your claim for damages;
- Obtained details from you of any relevant existing insurance;
- Identified your requirement to be protected against the risk of having to pay your opponent's costs and your own disbursements if you should lose your claim;
- Explained to you the information you need to disclose to us
- Assessed that the level of cover is sufficient for the risks that you wish to insure;
- Considered the relevance of any exclusions, limitations or conditions under the policy.

**Iiffes Booth Bennett**

