September 2019

legalfutures

The future for commercial ATE

How insurers, solicitors, clients and funders are working together

A roundtable in association with temple legal protection

Overcome the hurdles to getting your client the best settlement

Leading commercial litigation teams rely on our litigation insurance and disbursement funding to attract and retain clients.

Why? Our products enable you and your clients to pursue and defend claims without the worry of an adverse costs risk. We take the strain with disbursement funding so you and your clients can focus on what's important.

Choose Temple litigation insurance and funding for a competitive boost to the service you offer your clients.

Start a winning partnership today - download our 2019 Product Guide for Solicitors at www.bit.ly/tlp-guide2019

temple legal protection

The experts in litigation insurance and disbursement funding

Welcome to our latest special report, produced in association with Temple Legal Protection.

I first started writing in earnest about the world of litigation funding at the turn of the century, at the start of what has proven to be two tumultuous decades of costs wars, satellite litigation and seemingly ceaseless government and judicial reform.

Much of this, of course, has been targeted at the personal injury sector, but commercial litigation has certainly not escaped unscathed. The legal expenses insurance market, and particularly those providing after-the-event (ATE) cover, have been at the centre of the maelstrom, which perhaps is the answer to the question I have asked many times over the years: why are conditional fee agreements (CFAs) and ATE not more common in commercial litigation?

It goes without saying that anyone would prefer a client who happily pays by the hour, but these are becoming rarer as understanding that there are alternatives has gone up, not least thanks to the personal injury 'no win, no fee' industry.

But the growing number of third-party funders also indicates a belief in the opportunities commercial litigation offers to those who can help litigants finance their cases. And it is no surprise that funders routinely seek ATE to lay off some of their own risk.

It is to their advantage that they have a mature ATE market to shop in – many an insurer has come and gone over the past 20 years, some more reputable than others, shall we say. We are left with insurers who know what they are doing and whose support for a wide variety of cases, both high profile and not, has without doubt delivered access to justice for those who would otherwise have been denied it.

But then LASPO changed everything. ATE is no longer the automatic part of the package it once was, and lawyers, insurers and clients need to think carefully about it.

Our roundtable brought together senior commercial litigators experienced at working under CFAs to discuss their use of ATE, the challenges they face and how it could work better for all.

It generated an excellent discussion on current litigation trends, approaches to litigation insurance and how it may be improved.

My thanks to Temple Legal Protection – one of the most mature and innovative legal expenses insurers out there – for supporting the roundtable and I hope you find it a valuable read.

Neil Rose
Editor, *Litigation Futures*

legalfutures

Legal Futures is an award-winning news resource tracking the fast-evolving legal landscape. Written by professional journalists, it provides cutting-edge daily news coverage on alternative business structures, new market entrants, regulatory change and innovation in all its forms. Its unique blend of hard-hitting journalism, market intelligence and expert analysis makes it the first port of call for anyone interested in keeping pace with the transformation of the legal market.

Our sister site, *Litigation Futures* (www.litigationfutures.com) has meanwhile become the go-to source of information on the world of costs and funding in litigation, with daily news and opinions on the massive changes wrought by the Jackson report and government civil justice reforms.

temple
legal protection

Temple Legal Protection is one of the country's leading underwriters of litigation insurance. They provide a wide range of litigation insurance solutions to law firms, their clients and brokers to help reduce the financial risks of litigation.

Temple's straightforward, affordable disbursement funding provides law firms and their clients with a solution to the significant cash flow burden that comes with funding litigation.

Temple Legal Protection is authorised and regulated by the Financial Conduct Authority.

Nostalgia isn't always a good thing

Matthew Pascall, Senior Underwriting Manager at Temple Legal Protection, outlines what he learned from the roundtable

Those who work in after-the-event (ATE) litigation insurance have a habit of beginning every sentence with the words "pre LASPO…". They fondly recall a golden era when, to quote one of the participants at our recent roundtable, "ATE was a no-brainer". Adverse costs protection for the client at *no* cost to them. How times have changed.

But they *have* changed and perhaps for the better. Why? Let's ask some questions:

- In a world where litigation insurance has to make economic sense to the client and his or her solicitor, isn't it better that insurers have to make the case to justify the cost to a litigant?
- Are insurers making that case and, if so, how? Moreover, are they providing a product that meets the needs of litigants and reflects what litigants want rather than what the insurer thinks the litigant wants?

Complex pricing

In this roundtable event, we heard directly from leading practitioners in commercial and media litigation. They told us about the challenges they face advising clients about litigation insurance and provided their insight on insurance and funding. What they said illustrated much of what the profession is now looking to insurers and funders to do in order to meet the needs of clients.

In so doing, they highlighted some challenges and offered some opportunities for nimble and imaginative insurers to focus on. These insights will help give the client what they need to justify the decision to insure their cases.

Does a successful litigant ever look at the premium they have to pay at the end of his case and say, 'What a bargain'? I'd like to think that unsuccessful litigants will be glad they insured but suspect they will have other things on their mind.

Pricing litigation insurance is complex. The challenge is to set the price at a level that reflects the needs and resources of the client, covers the costs of providing the product, provides sufficient premium income to meet claims, and deliver a commercial return to the insurer.

Well-established and highly rated insurers will not want to back litigation insurance without an adequate commercial return. The last thing the market (and clients) need is weaker insurers providing litigation insurance. Some participants at the roundtable highlighted an apparent lack of capacity in the litigation insurance market.

Fitting in with funding

Funding is an increasingly important feature of commercial litigation. Litigation insurance has to work with and alongside funding. Funders will often offer clients their own choice

Finding the right threshold: Temple looks for a 60% chance of success

of insurer, but funding comes at a very high price. When setting the premium, insurers have to recognise that the client needs to be able to recover a sensible proportion of their damages after both the funder and the insurer have been paid.

Litigants also face the problem that, whilst an insurer may well insure a case with 60% prospects of success, a funder might well want much stronger merits. In such cases, a client might well think they do not need litigation insurance but, given the increased exposure of funders to adverse costs following the decision in *Davey v Money & Ors* [2019] EWHC 997 (Ch) and the apparent demise of the *Arkin* cap, funders will want comprehensive litigation insurance for the cases they fund.

Alongside pricing, setting the merits threshold for litigation insurance is challenging. Our threshold is 60% but participants suggested lowering this to 55%. Of course, one person's 60% is another's 55%...

Underwriters have to build in margins to reflect the fact that, when assessing a case pre-issue, even after a detailed response to a letter of claim, one has to be aware that the parties have not fully pleaded their cases, undertaken disclosure or really engaged with the case.

If reducing the merits threshold results in an increase in claims, the viability of the litigation insurance model could be threatened. Insurers have to give careful thought to what our professional colleagues are saying and look at the data we hold for commercial win rates to see if there is room to move on this.

Sharing the risk

Litigation insurance has traditionally sat alongside full or partial conditional fee agreements (CFAs). We always make it clear that we never insist that a solicitor act under a CFA. We recognise that the bulk of commercial litigation is run along conventional lines, with clients paying in full on a regular basis. With that model, we take the risk of meeting any adverse costs and the client invests in the case.

Conflicts of interest that can arise with CFAs are not a problem - the insurer and the client's interests are fully aligned. However, we are told frequently that commercial clients often ask about CFAs. They are looking for 'deals' and know commercial firms are willing to do them. If a solicitor is prepared to share some risk by acting under a full or partial CFA, this provides extra confidence that the solicitor is genuine when telling us that the case has good prospects.

So, what of the future? In short, getting the product right for the client is of paramount importance. To do that litigators, insurers and funders will all need to think carefully about the issues raised by the participants at the roundtable and that I have laid out here.

Underwriters have to build in margins to reflect the fact that, when assessing a case pre-issue, even after a detailed response to a letter of claim, one has to be aware that the parties have not fully pleaded their cases, undertaken disclosure or really engaged with the case.

After the storm

Roundtable participants

Neil Rose
Editor, *Litigation Futures* (chair)

Abdulali Jiwaji
Partner, Signature Litigation

Damon Parker
Managing Partner, Harcus Parker

Matthew Pascall
Senior Underwriting Manager, Temple Legal Protection

Lucy Pert
Partner, Hausfeld

David Pryce
Managing Partner, Fenchurch Law

Marvin Simons
Partner and Head of Dispute Resolution, Seddons

Georgina Squire
Partner and Head of Dispute Resolution, Rosling King

Nigel Tait
Managing Partner, Carter-Ruck

Opening positions

David Pryce: Before 1 April 2013, ATE was a no-brainer. Every one of our clients would get advised that they should have it, there was really no downside. Since then, it's been a much more finely balanced commercial decision for our clients and there's obviously a challenge for both the ATE market and the legal market to work out how we can achieve the same protection that we had for our clients pre 1 April 2013 in a way that is commercially palatable.

Nigel Tait: The premiums of almost all the policies we've taken out were recoverable from the other side as defamation and related areas of the law are still exempt. I'm finding the insurance market is very helpful, and long may it continue.

Lucy Pert: We often look at ATE for the cases we're working on, quite often in conjunction with funders, but also increasingly looking at insurance options alone and not using the funding market. I joined Hausfeld from Harbour Litigation Funding, where I worked with the ATE market from the funder side as well.

Damon Parker: Group litigation has been a particular focus of ours and in that context ATE is a pre-requisite. We cannot get cases funded without it and anyway would not allow potential claimants to join without addressing the risks. A particular issue for us has been the relatively shallow nature of the market and the historically relatively small indemnity limits that the main market participants have been willing to offer. In the past this has meant that, in order to build up the right amount of cover, it has been necessary to create stacks of insurance from multiple providers.

Abdulali Jiwaji: We handle larger commercial disputes and group litigation. ATE features in most cases we deal with. We can be on either the claimant or the defendant side, so we see it from both angles and it tends to form an essential part of how you run a case.

Georgina Squire: Like David, prior to 1 April 2013 it was simple, but now it is quite the opposite. We don't have the volume of smaller claims anymore; we have a number of much larger claims. The ability to get ATE is more difficult when you've got a multi-faceted claim with a myriad of issues – trying to get a counsel opinion in excess of 60% is quite hard early on in the case when the evidence isn't fully out.

But the IPs (insolvency practitioners) for whom we act always want ATE as they don't want to be personally liable. They also have a financial issue about paying premiums up front and the level of premium coming out the end. So it's a challenge.

Marvin Simons: We've seen ATE in all its guises because we cover such a broad range of litigation. The biggest challenge now is trying to see how we can make sure that we continue to give clients the best advice, and make sure their interests are protected, but at the same time keep working with an insurer to provide a product that's commercially viable.

Roundtable report

Mixing ATE with litigation funding

David Pryce: Previously you could make a decision about whether to take out ATE in isolation from everything else. But now lawyers need to look at what overall costs packages they can offer to their clients and how ATE fits into that.

Matthew Pascall: It's now more common in a funded case – where funders are happy to leave the solicitor to make the choice of ATE provider – to be presented with an outline budget indicating what the solicitor is looking for in terms of success fees, and what the funder is looking for in terms of return. And then we have to fit in alongside that.

That's not necessarily problematic for us – the client is then presented with what they can reasonably expect to get out of the litigation at the end of it in terms of percentage of recovered damages. There can be issues with some insurers around deferred premiums and payment up front. Our model is deferred and contingent. That tends to fit well with the funding package.

David Pryce: The mechanics of how ATE and funding fit together is fairly well established, but the challenge is how you can make that affordable for clients. That applies equally where you don't have litigation funding. In my world, which is insurance, our clients have already suffered an insured loss. So they're already in a financially distressed position by the time they come to us. And the thought that they could be claiming £Xm but have to give a part of that back to an ATE insurer is difficult for clients.

One thing solicitors should be looking at is finding ways of paying the ATE premium out of the recoverable costs they receive in the event of success, so that the pain of the premium is effectively being shared by people other than just the claimant themselves.

Marvin Simons: It's very difficult to see how you could make that work unless you've got very big numbers. But in an average case, with, say, a claim for £500,000 and costs of £200,000, it's hard to see how the figures stack up – have you done it?

David Pryce: Yes, but only on cases where we are making our fee recovery contingent on success. If you've got a client who's paying monthly all the way through, it's impossible to make it work. I'm not suggesting that there's an easy fix here but I see the problem for claimants.

The two people who need to think about sharing some of that risk are ATE insurers and solicitors. At the moment, solicitors aren't

Abdulali Jiwaji

Damon Parker

really doing much in that regard, meaning the whole of the problem is being put on to the ATE market.

But I think there is scope for us to work together to find a basis that works for claimants because there's an access to justice issue here – a lot of claimants are putting themselves at real risk if they litigate without ATE insurance.

Marvin Simons: I certainly see the problem. One of the starkest examples of access to justice issues is professional negligence claims where it's obvious you're going to win on liability but nevertheless they're defending the case. You might want to have an ATE policy in place, apart from anything else for the disbursement funding, but obviously the premium is going to come out of the damages. In those situations, we usually waive our own success fee.

Abdulali Jiwaji: It would be good to consider the support ATE insurers can give firms that are thinking of developing a portfolio funding model and finding a way to bolt on ATE insurance neatly. The way the market is moving, there is a need for an easy to understand product to support litigation firms in pursuing some of these claims, maybe on a common portfolio basis without having to go to the market every time for funding and ATE cover.

Damon Parker: And the problem with that is that you are necessarily creating a situation in which, one way or another, successful clients are cross-subsidising unsuccessful claims. The problems overall with mixing ATE and funding, remembering that you will not get funding without ATE, are that you are squeezing the client's recovery – because there are two competing commercial entities wanting their pound of flesh - or, looking at it another way, raising the level of quantum at which a claim becomes viable to run. David's suggestion would be an excellent one if all the commercial stakeholders were willing to move in sympathy with one another.

The merits test problem

David Pryce: Before 1 April 2013, the merits test for ATE was basically 50%. Since then, it's been 60%. For the cases I do, if you got a 60% prospect of success, you don't have 40% chance of losing – you're going to win almost all of them and our clients know that. And so they don't often take out ATE. Taking the merits test down to about 50% sounds like it's only 10% more risky, but actually it's much more than that and I think our clients would take out ATE much more.

Georgine Squire: I agree – I would say around 55% so they know they've got the better of the argument. To get a barrister to put 60% in a written opinion, we need to have done all the work in advance. And then the client doesn't want it anymore, because they can see they've got a fantastic case. These are the sorts of dynamics I'm finding I have to deal with day in, day out with clients. The 60% barrier is a real deterrent.

Abdulali Jiwaji: On the larger, more complex cases, the merits assessment will fluctuate throughout, and the risk appetite of clients will vary. But the basic message for clients is that the longer you leave it, the more at risk you are of not being able to get cover at a later stage. When they're counting up the numbers at the early stage, the deferred premium really helps.

Lucy Pert: It can be hard to get cover when it's quite a lot of insurance because you can't defer the entire premium. We've been talking to clients on a current case where we're not going to be able to get the upfront costs of the insurance premium much below £1m. That is a large up-front outlay, particularly if the client would like to settle the claim.

Matthew Pascall: We are still able to insure on a deferred contingent premium basis. The suggestion that we lower our merit threshold to 55% is interesting.

It's about getting that balance right and it's an ongoing exercise in the market, because you don't want to lose business, but we need to ensure we are writing profitable business. We're also quite conscious that one person's 55% may be another person's 60%. Ultimately, to ensure that we can continue to provide adequate and reliable cover, a more cautious approach, leaving the threshold at 60%, makes sense.

Lucy Pert: At Harbour, we didn't say 60% – we said "we think it's going to win". It's moving on now to a more sophisticated analysis of whether and when you think it's going to settle too, leading to a risk-weighted average opinion of the merits rather than a binary 60%.

Neil Rose: Presumably staged premiums overcome a fair number of the concerns?

Georgia Squire: Yes, to some extent. But it depends when the stages are put in and how much they are.
Nigel Tait: It also means there's no longer pressure on the other side to settle before the premium goes up.
Damon Parker: Neil is right: there is no real difference between a traditional stepped premium and a policy which is drawn down in stages.

New approach to premium pricing

Marvin Simons: Staged premiums help but there are complex cases where you've got a genuine 60% chance of winning, and a real 40% risk of losing. One of the problems with the products at the moment is that it's one size fits all. So the premium is the same for the case that's 90% and the one that's 60%.
Matthew Pascall: There is a relatively narrow margin below which the insurer won't step in and above which the client won't bite. A premium that reflects the chance of success in a model that makes sense is quite difficult to put into practice, but I see the logic in that.
Georgina Squire: Maybe the premium could be a percentage of the damages, rather than a fixed fee. Say it was a claim for £500,000 which looks solid but then evidence comes in and it drops to £300,000. And then you have a few more issues and you think, 'If I could get somewhere around £200-250,000, that would be great'. But then if you've got an ATE premium that's already been fixed at quite a chunky level on the basis it was a £500,000 claim, it's much harder to get clients to buy in as the premium is a very sizable chunk of what they're getting back.
Damon Parker: Yes, but the market is the market and premiums are set at a level which enable the insurers to carry on in business if they lose cases. Everyone knows that we can win cases we expect to lose and vice versa, and that the start of a case is not a wholly reliable time to assess merits.

Where pricing can be most acute is where settlement is being considered. My experience recently has been that where premiums are wholly or fully deferred, ATE insurers have been a little more reluctant to adjust that premium for the sake of a settlement, at the point where everyone's taking some pain to make it possible to settle. That's when you want the ATE insurance to be flexible. But that reluctance to move is, I think, a response to the perceived higher returns being earned by funders and by a perception that insurers' indemnification of risk is equivalent to funders' expenditure of money.
Matthew Pascall: Banging on our own drum for a moment, we would normally match a premium reduction against the reduction solicitors take on the base costs. That's always been the approach. I would be quite surprised if any insurer would not do that. Otherwise, they may end up facing a claim at trial they could have avoided.
Georgina Squire: That's a really helpful thing that Temple has always done with us.
Marvin Simons: We had a recent case where there was a risk that the defendant – which was not insured – would go bust. The client wanted to know if the ATE insurer, who wasn't Temple, would require the premium to be paid if he fought the case and won, but the defendant went bust. We thought they wouldn't ask for the premium in that situation, but they said they might. On that basis, the client dropped the case. That's another type of inflexibility.
Matthew Pascall: Premiums structure is an area that we're constantly looking at. We've got lots of models and we try and fit them to different types of litigation. For example we use the percentage of damages for the lower-value, higher-volume professional negligence work we do.

But there are other insurers who adopt a straight line rate, so you pay a percentage of the limit of indemnity, and there's some logic to that. In the media cases that Nigel handles, fixed figures have worked historically.

Combining ATE with other forms of funding

Abdulali Jiwaji: This also feeds into DBAs (damages-based agreements).
Nigel Tait: Does anyone use DBAs?
Damon Parker: We're doing them. And it's a challenge to make sure that the cases can stand a percentage that can absorb the cost of deferred insurance premiums. Clarity is very important for the client. If you're saying, we'll take X%, but insurance is going to come on top, then expressing that as a possible percentage return is difficult.
Lucy Pert: We've actually been looking more and more at insurance-only options, particularly where the client


Matthew Pascall


Lucy Pert

David Pryce

Marvin Simons

actually has the money to be able to pay both the premium and the ongoing costs, but then insuring opposing and own-side costs. That recreates the risk profile of a funded solution but it's a lot cheaper.

David Pryce: If funders go to a fully insured model, that might drive the expected merger of the ATE and funded markets.

Lucy Pert: They're getting closer, funders are sometimes working with ATE providers, but certain funders now have their own facilities in-house.

David Pryce: There's been some steps towards that from even the ATE market with disbursement funding. That changes the balance for a lot of clients. If an ATE insurer was somehow able to insure own-side costs again, that would definitely encourage our clients to take the full package.

Lucy Pert: And then potentially use a funder to fund the premium.

Neil Rose: Ultimately are all these funders going to come together to offer one big, flexible package?

David Pryce: It's probably an opportunity for the ATE side of the market, because funding is still a lot rarer than taking out ATE insurance. If it's a question of funding moving towards ATE, and vice versa, the ATE market has got an opportunity to be first mover with all your relationships with solicitors.

Lucy Pert: There is scope for the funders and insurance to be working much more closely together. We've also been in situations where we have been trying to do this independently, but the funders and insurers are at loggerheads and we find ourselves in the middle trying to broker the situation. It takes up a lot of time.

Handling bigger claims

Damon Parker: It's difficult because you're having to get insurance from different sources in large cases. And so the first challenge is finding insurers who are prepared to be at the front of the queue and then hiding towards the back.

Lucy Pert: There's been a real crunch recently – I think the trucks cartel litigation has taken a lot of the capacity out of the higher end of the market. There have also been a few losses recently, meaning people have been getting a little bit nervous.

I've been hearing from funders that, at the very high levels, it's getting increasingly difficult; people are looking to insure just a portion of the risk and self-insuring the rest.

Marvin Simons: You also have the problem of the solvency of some ATE insurers – we've seen a couple go under recently.

Navigating the market

Neil Rose: With a couple of well-known insurers going down recently, how easy is it for solicitors to navigate the ATE market so that they can give that best advice?

Matthew Pascall: Eventually it will all settle down I'm sure, especially if you've got a big insurer behind you.

Damon Parker: Has anyone faced claims for putting their cases with an insurer without questioning that risk?

Lucy Pert: But other insurers have tended to step in, so the client hasn't actually suffered, from what I've seen. We tend to go to a broker.

David Pryce: Not going to a broker has traditionally been the big difference between the ATE market and the rest of the insurance market.

Abdulali Jiwaji: And things in the market change. For example, products have emerged like own-cost insurance. Unless you're speaking to people in the market every month, it's difficult to stay on top of what's out there. Again it's a question of giving your client the best range of options every time, so it makes sense to go to a broker.

Lucy Pert: And on the larger, more complex cases, it takes an awful lot of time to put these policies in place, and that's not a time cost that you can recover from the clients. So instead of spending weeks doing it yourself, it makes sense to have a broker on the case.

Explaining the advantages

Matthew Pascall: Do we need to do more to explain ATE?

David Pryce: For those who are interested in how it works, having the ability to explain it is great. There's a danger of ATE insurance falling into the 'too hard' basket. Shockingly, even before April 2013, we would frequently see many solicitors not advising their clients at all about ATE because the solicitors didn't understand it.

That also links to the flexibility in pricing models, which is a double-edged sword. On the one hand it's great, because you can adapt what you're offering to the particular needs of the client, but on the other, if a client sees five different pricing models, which may be simple to you, they may not understand what decision they are being asked to make and so put it to one side. In terms of what the client needs to know, simplicity is key.

On our website, we've got a variety of different pricing structures that we could agree with clients. Almost no clients ever go for them, because they hate the hourly rate, but they hate the idea of anything else even more.

Abdulali Jiwaji: And they don't want to give up the upside if they don't have to.

David Pryce: So what you'll find is the client thinking, 'Well, you know more about this case, and whether it's going to win than I do, so risk-sharing sounds like you going to game me'.

Matthew Pascall: So they'll make that choice to stick with a conventional retainer?

David Pryce: Almost all our clients.

Marvin Simons: That's not my experience – a few do but most of them like the idea of us having some skin in the game. And they like the idea of you giving them some sort of discount along the way, so the discounted CFA seems to be the most popular. That seems to work quite well.

David Pryce: That's the one we sell most of, after the hourly rate. Even so, it's a tiny fraction of what we do. I'd be happy to do discounted CFAs all the time. Any case that goes into litigation, I'll always offer a 30% discount.

It used to be that we would recommend ATE. Now, we explain it. That is a difference post April 2013. It is always a commercial decision, except in Nigel's world, where you have recoverability still. So it's difficult for us to say this is a positive recommendation. What we have to do is give balanced advice by saying these are the risks. And this is the cost if you want to buy off those risks.

Nigel Tait: In what sort of size of claim does that kind of package work? Can you put packages together for £250,000 damages? I don't think I could.

David Pryce: The bigger the claim, the easier it is to do on a one-off basis. For smaller claims, if you have long-term arrangements with funders and/or ATE insurers, and you've got a pot where the claims are cross-collateralising each other, then it should be possible.

Marvin Simons: There are some situations where I can see why I have actually said to the client, look this is a good case, I think you are probably going to win. It's strong and if you can get ATE insurance, get it because it's going to be an expensive case and it could bankrupt you. So that's getting close to giving advice. Certainly there are many cases where it's very, very finely balanced.

Helpful budgeting

Neil Rose: Is budgeting helping the process, so you've got at least a clearer idea of what the downside is?

Abdulali Jiwaji: Budgeting does not automatically apply in the larger cases, and as we said earlier, these are the harder ones to insure. There is more the courts can do to help so it doesn't become a tactical play by defendants to price out the claims, because claims won't go forward if there's no cover.

Matthew Pascall: It's a huge help for us because the traditional problem is setting the limit of indemnity at the outset – ideally you want to insure the full amount from the beginning. So a budget is very useful because from relatively early on in the litigation you can take a fairly confident view about what the cover should be and you don't get the scenario of being asked to increase the cover at the 11th hour.

Georgina Squire

Nigel Tait

contact@legalfutures.co.uk