**Before the Event Insurance**

You may have Before the Event Legal Expenses Insurance, either as a stand alone policy or part of another insurance policy, for example a home contents insurance policy, which may cover your legal costs. Therefore if you have such an insurance policy, it is essential that you permit us to check with the Insurers whether they are prepared to fund your claim. If they are then it will cover not only the costs and disbursements which we incur on your behalf in pursuing your claim but also the other side’s costs which you could become liable for if proceedings are issued and served on the Defendant/Insurers and you then have to withdraw the claim or you lose at trial. Having said this, since the 1.4.2013, the Courts have introduced a new Rule known as “Qualified One Way Costs Shifting”, which prevents the Defendant/its Insurers from recovering costs from you, except in a specific circumstance, namely if you decide to reject an offer made by the Defendant/its Insurers to settle your claim and decide instead to go to trial and the Judge awards you compensation which is less than the sum previously offered by the other side. This offer is known as a Part 36 offer.