



AppealGap® Contingency Insurance

Frequently asked questions

Is AppealGap® available for appeals in all types of litigation or proceedings?

The *AppealGap*® policy is available in connection with virtually any commercial dispute or litigation with the exception of insurance coverage, personal injury, environmental, toxic tort, class action litigation, or securities litigation involving public companies. In addition, Ambridge has limited appetite for the underwriting of appeals of arbitration decisions.

Can AppealGap® Contingency Liability Insurance be used to insure the party that has lost the initial appeal?

While not the focus of *AppealGap*® Contingency Liability Insurance, in select cases this type of appeal risk can be considered. We suggest that you call us to discuss the matter in further detail before asking your client to prepare a complete submission.

What type of underwriting submission does Ambridge need in order to consider an AppealGap® Contingency Liability Insurance risk?

For appeals of United States federal court decisions, Ambridge typically requires a case caption and can obtain the balance of documents for the purposes of a preliminary review of your *AppealGap*® Contingency Liability Insurance risk through public sources. To perform a preliminary review of your *AppealGap*® Contingency Liability Insurance risk which involves any other type of appeal, we ask that you provide:

- the docket for the matter
- copies of key pleadings and motions (with briefs) or claim/dispute documents (with briefs)
- copies of any decisions, orders, awards, etc. issued in the underlying litigation or proceeding, including the decision which has been (or may be) appealed.

Can AppealGap® Contingency Liability Insurance be considered for litigation or a proceeding for which a verdict, judgment, arbitration award or agency determination has not yet been issued?

Although every piece of litigation and dispute is considered on its own merits, Ambridge can underwrite an AppealGap® Contingency Liability Insurance risk for litigation or a proceeding in which the prospective insured has not received a decision; provided, however, that the matter is factually developed enough for Ambridge to assess the legal merits of the risk and the potential damages. Although factually intensive disputes which have not been through discovery or a first decision either at the arbitration or agency level are more challenging to underwrite, depending upon the developments of the case, Ambridge can still perform a preliminary review with the goal of providing you with an indication of whether the risk fits our appetite.

Will Ambridge underwrite AppealGap® Contingency Liability Insurance risks where the underlying verdict, judgment, arbitration proceeding, or agency determination has been issued outside of the United States?

Ambridge's primary focus is on AppealGap® Contingency Liability Insurance risks that involve disputes in the United States, the European Union, Australia, Canada, and New Zealand. In some jurisdictions, there may be practical considerations that preclude the offering of an AppealGap® policy. If the appeal is taking place in another jurisdiction, please contact us.

How long does it take Ambridge to perform a preliminary review of an AppealGap® Contingency Liability Insurance submission?

Provided the documents set out above are available and provided to us, typically Ambridge can give you preliminary feedback within three business days. In addition, a brief conference call with your client and/or its legal advisors may be necessary in order for Ambridge to complete a preliminary review of a matter in litigation or arbitration.

Certain provisions of Ambridge's template AppealGap® Contingency Liability Insurance policy are not applicable to my client's circumstances. Can the template policy be amended to remove or amend these provisions?

Each Ambridge AppealGap® Contingency Liability Insurance policy is tailored to respond to an insured's specific circumstances. As such, this will depend on which provision you wish to have removed or amended.