**After The Event Insurance.**

As indicated in the previous section, it is possible that the Defendant/its Insurers could claim costs from you if you fail to beat a Part 36 offer at trial. To guard against this, it may be possible for you to take out what is known as “After The Event Legal Expenses Insurance” which will indemnify you against such costs. However, you should be aware that you will not be able to recover the premium payable to the Insurers from the Defendant/its Insurers even if you are successful with your claim. Having said this and again as indicated in the previous section, the chances of an Order for costs being made against you as a result of Qualified One Way Costs Shifting, is now very remote and in the vast majority of cases Claimants and their Legal Representatives decide that taking out such insurance is unnecessary. After all, if the Defendants make a Part 36 offer to you, you may rest assured that we will fully advise you as to whether you should accept or reject the offer.