Zurich Barristers
Professional Indemnity
Policy Document
## Contents

- The Contract of Insurance .................................................. 2
- Definitions ......................................................................... 3
- Interpretation ...................................................................... 5
- Insurance Clauses ............................................................... 6
- Limits of Indemnity .............................................................. 6
- Exclusions .......................................................................... 7
- Conditions ........................................................................... 9
- Special Benefits .................................................................. 10
- Complaint Procedure .......................................................... 11
- Data Protection ................................................................... 12
The Contract of Insurance

Zurich Barristers Professional Indemnity Insurance

This policy (including the schedule and any endorsements) is a legal contract between the Insurer and the Insured (as hereinafter defined). The policy, schedule and any endorsements should be read as if they were one document.

You as the Insured have made to us as the Insurer a Proposal (as hereinafter defined) which is the basis of and forms part of the contract and have paid or agreed to pay the premium as consideration.

The Insurer will indemnify the Insured under those sections shown in the schedule during any period of insurance for which the Insurer has accepted the Insured’s premium provided all the terms and conditions of the policy are kept.

For and on behalf of Zurich Insurance plc (‘Zurich’)

Ken Norgrove
Chief Executive Officer Ireland

Zurich Insurance plc

This is a legal document and should be kept in a safe place.

Please read your policy and schedule carefully. If they do not meet your needs please return all documents to us or your broker or agent.
Professional Indemnity Insurance

Terms and Conditions

Notice: this policy covers only claims or losses made and notified to the insurer during the period of insurance.

Definitions

Certain words in this policy have special meanings. These meanings are given below and apply where the words appear in **bold**.

For the purpose of this policy:

1. **Claim** means
   a) service of a claim form, counterclaim, other additional claim application notice, notice of appeal, witness summons or similar legal document including an application for any related injunction; or
   b) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman; or
   c) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the **Insured**.

2. **Defence Costs** means
   all costs and expenses which are incurred by the **Insurer** or by the **Insured** with the **Insurer's** written consent in connection with the defence, investigation or settlement of any **Claim** made against the **Insured** and in connection with any circumstances which might give rise to a **Claim**.

3. **Documents** means all
   a) documents (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments);
   b) computer systems records

   belonging to the **Insured** or for which the **Insured** is responsible.
4. **The Insurer** means
   Zurich Insurance plc (“Zurich”)

5. **Employee** means
   any natural person under a contract of service or apprenticeship with the **Insured** or under a work experience or similar scheme and working for the **Insured** in connection with the **Insured Practice** while under the **Insured’s** direct control or supervision.

6. **Excess** means
   the amount stated in this policy, the schedule or any endorsement to this policy for which the **Insured** is responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

   The **Excess** shall not apply to **Defence Costs**.

7. **Insured** means
   the individual barrister stated in the schedule as the insured and shall not mean the General Council of the Bar.

   In the event of the **Insured’s** death the **Insurer** shall indemnify the **Insured’s** legal personal representatives against all claims in respect of which the **Insured** would have been entitled to be indemnified hereunder.

8. **Insured Practice** means
   the **Insured’s** practice as a barrister.

9. **North America** means
   the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof.

10. **North American Claim** means
    each and every **Claim** brought against the **Insured** in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgement or otherwise) or in which it is contended that the laws of any county, state or political subdivision in North America should apply.
11. **Proposal** means
   any signed proposal form and declaration and any information supplied by or on behalf of the **Insured** in addition thereto or in substitution thereof.

12. **Terrorism** means
   any act of any person or group, whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto of any nation, designed to overthrow or influence by force or violence the government de jure or de facto of any nation or, in pursuit of political, religious, ideological or similar purposes, to intimidate the public or a section of the public of any nation.

13. **War Risks** means
   war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**Interpretation**

In this policy:

1. the singular includes the plural and vice versa

2. the male gender includes the female and neutral genders

3. references to any act or law include any rules or regulations promulgated thereunder and any re-enactment, replacement, amendment or modification thereof in whole or part and whether before or after the date of this policy

4. the use of headings and sub-headings is for ease of reference and is not intended to be construed as an aid to interpretation.
Insurance Clauses

1. Civil Liability

The **Insurer** will indemnify the **Insured** up to the limit of indemnity specified in the schedule in respect of **Claims** first made against the **Insured** and notified to the **Insurer** during the period of insurance in respect of any civil liability (including liability for wasted costs orders and claimant’s costs and expenses) incurred in connection with the conduct of the **Insured Practice**.

2. Defence Costs

The **Insurer** will in addition pay **Defence Costs** incurred by the **Insurer** or by the **Insured** with the **Insurer’s** written consent in connection with any **Claim** under Insurance Clause 1.

Provided that if the amount payable to dispose of a **Claim** exceeds the amount available under this policy the liability of the **Insurer** for **Defence Costs** shall be only that proportion which the amount available under this policy bears to the amount payable to dispose of such **Claim**.

3. Loss of Documents

Notwithstanding Exclusion 4 below, the **Insurer** shall in the event of loss of or damage to **Documents** occurring in the course of the conduct of the **Insured Practice** and notified to the **Insurer** during the period of insurance indemnify the **Insured** in respect of all costs and expenses reasonably incurred by the **Insured** in replacing or restoring such **Documents**, provided that such loss or damage is sustained while the **Documents** are either in transit or in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them.

Limits of Indemnity

1. The liability of the **Insurer** shall not exceed the limit of indemnity stated in the schedule.

2. All **Claims** attributable to the same act, error or omission or series of acts, errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one **Claim**.
Exclusions

The Insurer shall not be liable in respect of:

1. Asbestos

Any loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with asbestos or any actual or alleged asbestos-related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. Bodily Injury

Any Claim arising out of the death, disease or illness of or bodily injury to any person unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by the Insured.

3. Contractual Liabilities

Any Claim:

a) arising from any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by the Insured unless the Insured would have been liable even if there had not been any such express warranty, guarantee, contractual promise, indemnity, waiver or express agreement

b) where the Insured's right of recovery from any third party has been restricted by the terms of any contract entered into by the Insured

provided that such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them.

4. Damage to Property

Any Claim for loss of or physical damage to property.

5. Directors and Officers

Any Claim arising out of the Insured acting as a director or officer of any company or corporation except insofar as liability arises from professional advice given as a barrister.
6. Employment

Any Claim arising from any breach of any obligation owed by the Insured as employer to any Employee.

This exclusion shall not apply to Claims arising from an alleged failure to educate to the required standard.

7. Excess

The Excess shown in the schedule.

8. North American Jurisdiction and Operations

a) Damages or other monetary awards, judgements or negotiated settlements, claimant’s costs and expenses and Defence Costs connected with or arising out of any North American Claim.

b) The enforcement, upholding or registration against the Insured by any arbitrator, tribunal or court outside North America of any damages or other monetary awards, judgements or negotiated settlements, claimant’s costs and expenses and Defence Costs connected with or arising out of any North American Claim.

c) The operations of the Insured in North America.

This exclusion shall only apply to briefs taken on by the Insured on or after 1/11/03.

9. Nuclear

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

10. Other Insurances

Claims against the Insured for which the Insured is entitled to be indemnified under any other policy of insurance but only to the extent that he is entitled to be and is so indemnified.
11. Previous Circumstances

The consequences of any circumstances notified under any policy of insurance which preceded this insurance.

12. Trading Losses

Any Claim arising out of or in connection with any trading losses or trading liabilities or any debts incurred by any business managed by or carried on by the Insured.

13. War and Terrorism

Any Claim arising directly or indirectly out of War Risks or Terrorism.

Conditions

1. Claims Notification

The Insured shall give written notice to the Insurer (regardless of the Excess) as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a potential Claim against the Insured or loss irrespective of the Insured's views as to the validity of such a potential Claim or on receiving information of a Claim or loss for which there may be liability under this policy.

Any Claim arising from such circumstances shall be deemed to have been made in the period of insurance in which such notice has been given.

2. Conduct of Claims, Supporting Documentation and Admissions

The Insured shall not admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of the Insurer which shall be entitled at its own expense at any time to take over and conduct in the name of the Insured the defence or settlement of any such Claim and to receive at all times the full co-operation of the Insured for this purpose.

Notwithstanding the foregoing, neither the Insured nor the Insurer shall be required to contest any legal proceedings unless a Senior Counsel (to be mutually agreed upon by the Insured and the Insurer) has advised that such proceedings should be contested. For the avoidance of doubt, the Insurer shall retain full control of these proceedings and have full discretion in the conduct of these proceedings and in the decision to subsequently settle or continue to contest any Claim.

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt of same.
3. Senior Counsel

In any case where the advice of a Senior Counsel is to be obtained and in any legal proceedings where Counsel is to be retained to act on behalf of the Insured such Counsel shall be chosen by agreement between the Insurer and the Insured. In default of agreement either party may refer the choice to the Chairman of the General Council of the Bar of Ireland or his nominee whose decision shall be binding on both parties.

4. Choice of Law

This policy shall be governed and construed in accordance with the laws of Ireland. The parties hereby agree that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this policy and for such purpose the parties hereby agree to submit to the exclusive jurisdiction of the Irish courts.

Special benefits

1. In the event of non-disclosure or misrepresentation the Insurer will waive its rights to avoid this insurance provided that:

   (a) the Insured is able to establish to the satisfaction of the Insurer that such non-disclosure or misrepresentation was not deliberate and was innocent and free from any fraudulent conduct or intent to deceive

   (b) the premium and terms shall be adjusted at the discretion of the Insurer to those which would have applied had such circumstances been disclosed

   (c) where the Insured should have notified during a preceding period of insurance either a Claim made against the Insured or circumstances which could give rise to such a Claim and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification, the Insurer shall be liable only to the extent applicable during such preceding period of insurance

   (d) where the Insured has prejudiced the handling or settlement of any Claim the amount payable in respect of such Claim (including costs and expenses) shall be reduced to such sum as in the Insurer’s opinion would have been payable in the absence of such prejudice.

2. The Insurer shall not avoid any Claim on the grounds of the breach of Conditions 1 or 2 of this policy subject to provisos (C) and (D) in Special Benefit 1.
Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a broker, you should firstly direct your complaint to the broker with whom you arranged your policy.

- If you deal with us directly, you should contact the Customer Services Co-ordinator, Zurich Insurance, PO Box 78, Wexford. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

(i) Financial Services Ombudsman’s Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90

(ii) Central Bank of Ireland P.O. Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77

(iii) Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

Your right to take legal action is not affected by following any of the above procedures.
Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Insurance Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Insurance Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Insurance Ireland anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Insurance Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email dataprotectionofficer@zurich.ie or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website www.zurichinsurance.ie or requested by writing to our Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. Alternatively you can email dataprotectionofficer@zurich.ie
Law Library Financial Services
PO Box 2424, Law Library, Four Courts, Dublin 7.
Telephone: +353 1 817 5016  Fax: +353 1 817 4812  Email: requests@aon.ie
MacDonagh Boland Crotty MacRedmond Limited t/a Law Library Financial Services is regulated by The Central Bank of Ireland.
Registered in Ireland No. 5103 Registered Office: Metropolitan Building, James Joyce Street, Dublin 1.

Zurich Insurance
PO Box 78, Wexford, Ireland.
Telephone: 01 667 0666  Fax: 01 667 0644
Zurich Insurance plc is regulated by the Central Bank of Ireland.
Website: www.zurichinsurance.ie