
(To be dated by the SRA)

Solicitors Regulation Authority Limited (1)

and

..... (2a)

Name of insurer

Or

..... (2b)

Name of Management Agency on its behalf and on behalf of
the underwriting members for the 2021 year of account

Participating Insurer's Agreement 2021

Details of the Insurer

Company name Or Managing agent of Syndicate	
	[for and on behalf of the members of the Syndicate specified below, for the [.....] year(s) of account]
Company / syndicate number Registered office	
Telephone E-mail address Principal contact	

Should contact be via broker only? If yes, place a X here

Commencement Date: 1 October 2021

Details for service of notice in accordance with clause 15

Address E-mail address Contact name	

Details to appear in SRA publications

Company/trading name Postal address Website address		
Contact:	Underwriting	Claims
Name Telephone E-mail address		
Contact:	Reporting Officer	
Name Telephone E-mail address		
Credit rating and insurer financial strength rating (or state if none) Name of rating agency		

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THIS AGREEMENT is made on

BETWEEN:

- (1) **SOLICITORS REGULATION AUTHORITY LIMITED**, whose registered office is at The Cube, 199 Wharfside Street, Birmingham B1 1RN (the **SRA**), with registered company number 12608059;
- (2) the company or managing agency (for and on behalf of the members of the specified Syndicate for the specified year(s) of account), the details of which are set out on page i (the **Insurer**).

WHEREAS

- (A) The Law Society has, in exercise of its powers under, inter alia, section 37 Solicitors Act 1974 made Rules (in this Agreement referred to as the Rules) concerning indemnity against civil liability incurred by, amongst others, solicitors in private practice in England and Wales.
- (B) Pursuant to the Rules, Authorised Bodies are required to take out professional indemnity insurance on at least the Minimum Terms with an Authorised Insurer which has entered into a Participating Insurer's Agreement with the SRA.
- (C) The purpose of this Agreement is to set out the terms and conditions on which the Insurer may provide professional indemnity insurance to Authorised Bodies as required under the Rules and in particular the terms on which it may issue Policies, shall comply with the Claims Handling Guidelines, and related matters.

IT IS AGREED AS FOLLOWS

1 Definitions and interpretation

1.1 In this Agreement, unless the context requires otherwise:

Act means the Solicitors Act 1974

Authorised Body has the meaning given in the Glossary

Authorised Insurer means:

- (a) a person who has permission under Part 4A of the Financial Services and Markets Act 2000 to effect or carry out contracts of insurance of a relevant class;
- (b) a person who carries on an insurance market activity, within the meaning of section 316(3) of that Act;
- (c) an EEA Firm of the kind mentioned in paragraph 5(d) of Schedule 3 to that Act, which has permission under paragraph 15 of that Schedule (as a result of qualifying for authorisation under paragraph 12 of that Schedule) to effect or carry out contracts of insurance of a relevant class; or
- (d) a person who does not fall within paragraph (a), (b) or (c) and who may lawfully effect or carry out contracts of insurance of a relevant class in a member state other than the United Kingdom

where relevant class has the meaning set out in section 87(1B) of the Act and provided that this definition must be read with section 22 of the Financial Services and Markets Act 2000, any relevant order under that section and Schedule 2 to that Act

business day means a day (other than a Saturday or Sunday) on which banks are open for the transaction of normal business in London

Cessation Period has the meaning given in the Glossary

Claimant has the meaning given in the Glossary

Claims Handling Guidelines means the guidelines referred to in clause 7.1 as they may be issued by the SRA from time to time

Claims Report means a report issued in accordance with clause 6.7

Commencement Date means the first date on which Policies written by the Insurer may incept, being the date set out on page i

Declaration Premium Income means the aggregate of Premium Payable in respect of each Policy issued in the Indemnity Period commencing on 1 October 2021 by the Insurer to the extent that such premium relates to cover required in accordance with the Minimum Terms

Extended Policy Period has the meaning given in the Glossary

Glossary means the SRA Glossary as from time to time modified and amended, the current version of which is available at the hyperlink provided in Schedule 5

Indemnity Period means the period of one year starting on 1 September 2000, 2001 or 2002, the period of 13 calendar months starting on 1 September 2003, the period of one year starting on 1 October in any subsequent calendar year, or such other period as may be set out in the Rules

Insolvency Event means in relation to a Participating Insurer:

- (a) the appointment of a provisional liquidator, administrator, receiver or an administrative receiver; or
- (b) the approval of a voluntary arrangement under Part 1 of the Insolvency Act 1986 or the making of any other form of arrangement, composition or compounding with its creditors generally; or
- (c) the passing of a resolution for voluntary winding up where the winding up is or becomes a creditors' voluntary winding up under Part IV of the Insolvency Act 1986; or
- (d) the making of a winding up order by the court; or
- (e) the making of an order by the court reducing the value of one or more of the Participating Insurer's contracts under section 377 of the Financial Services and Markets Act 2000; or
- (f) the occurrence of any event analogous to any of the foregoing Insolvency Events in any jurisdiction outside England and Wales

Insurance Premium Tax means the tax charged in accordance with Part III Finance Act 1994 or any tax of a similar nature introduced in substitution for, or in addition thereto (including any equivalent taxes payable in a jurisdiction outside the United Kingdom)

Law Society means The Law Society of England and Wales as established by a Royal Charter in 1845 and currently located at 113 Chancery Lane, London WC2A 1PL

Liaison Committee means the committee referred to in clause 8.1

Minimum Terms means the minimum terms and conditions with which a Policy is required to comply, being the terms and conditions required from time to time under the Rules, the current version of which is available at the hyperlink provided in at Annex 1 of Schedule 1

Multi-year Policy has the meaning given in clause 4.1

Offer means any offer to issue a Policy or quotation for a Policy

Participating Insurer means any Authorised Insurer which has entered into a Participating Insurer's Agreement with the SRA which remains in force for the purposes of underwriting new business at the date on which the relevant contract of Qualifying Insurance is made

Participating Insurer's Agreement means an agreement in such terms as the SRA may prescribe setting out the terms and conditions on which a Participating Insurer may provide professional indemnity insurance to Solicitors and others in Private Legal Practice in England and Wales

Person has the meaning given in the Glossary

Policy means:

- (a) for the purposes of the SRA Financial Services (Conduct of Business) Rules 2001 the meaning given in the FCA Handbook
- (b) for the purposes of the SRA Indemnity Insurance Rules and the Minimum Terms a contract of professional indemnity insurance made between one or more Persons, each of which is a Participating Insurer, and an Authorised Body

Policy Period means the period of insurance in respect of which risks may attach under a Policy, but excluding the Extended Policy Period and the Cessation Period

Premium Payable means the amount of the premium (including all levies and charges relating to a Policy) due from an Authorised Body to a Participating Insurer (excluding any amount in respect of Insurance Premium Tax) in respect of any Policy issued in the Indemnity Period commencing on 1 October 2021, whether or not actually received by that Participating Insurer, less any amount due to any intermediary acting as agent of the Authorised Body for the purpose of obtaining the professional indemnity insurance but only to the extent that such amount relates to the placing of cover required in accordance with the Minimum Terms and no deduction shall be made of any amount payable to any intermediary in respect of any service which the intermediary provides to, for or on behalf of (whether as agent or otherwise) a Participating Insurer including, without limitation, insurer's services brokerage, market services agreement commission, claim handling fee, fee for the production of documentation, pursuant to any other work transfer arrangement or otherwise arising or any Value Added Tax in respect of such service

Principal has the meaning given in the Glossary

Private Legal Practice has the meaning given in the Glossary

Qualifying Insurance means a policy that provides professional indemnity insurance cover in accordance with the Minimum Terms but only to the extent required by the Minimum Terms

Qualifying Insurer means an Authorised Insurer which has entered into a Qualifying Insurer's Agreement with the Society

Qualifying Insurer's Agreement means an agreement setting out the terms and conditions on which a Qualifying Insurer was entitled to provide professional indemnity insurance to solicitors and others in private practice in England and Wales on or before 30 September 2012

Records means all documents and records of the Insurer in whatever form relating to current and expired Policies issued by the Insurer or to which the Insurer has subscribed

Reporting Officer shall have the meaning specified in clause 6.17

Reporting Protocol and **Referral Protocol** each means the protocol of that name referred to in clause 6.1 as may be issued by the SRA from time to time

Rules means the SRA Indemnity Insurance Rules as from time to time modified or amended, the current version of which is available at the hyperlink provided in Schedule 1

Run-off Date means the date referred to in clause 11.4

Solicitor has the meaning given in the Glossary

Solicitors Regulation Authority or **SRA** means that part of the Law Society approved to act as the independent regulatory authority for solicitors in England and Wales

Value Added Tax means value added tax as charged in accordance with the provisions of the Value Added Tax Act 1994 or any tax of a similar nature introduced in substitution for, or in addition thereto.

1.2 In this Agreement, unless the context requires otherwise:

1.2.1 references to a clause or schedule are to a clause of, or a schedule to, this Agreement, references to this Agreement include its schedules and references to a part or paragraph are to a part or paragraph of a schedule to this Agreement;

1.2.2 references to this Agreement or any other document or to any specified provision of this Agreement or any other document are to this Agreement, that document or that provision as in force for the time being and as amended from time to time;

1.2.3 the singular includes the plural and *vice versa*, words importing a gender include every gender and references to persons include bodies corporate, partnerships and other unincorporated associations or bodies of persons;

1.2.4 the contents table and the headings to clauses schedules parts and paragraphs are inserted for reference only and shall be ignored in interpreting this Agreement;

1.2.5 a reference to any statute, statutory provision, code or regulation includes:

(a) any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made under it; and

(b) any provision which it has superseded or re-enacted (with or without modification) or amended, and any provision superseding it or re-enacting it (with or without modification) or amending it, either before or at the date of this Agreement, or after the date of this Agreement;

1.2.6 references to the Law Society, the Council and the Solicitors Regulation Authority, include any body or person which succeeds in whole or in part to the functions of the Law Society, the Council or the Solicitors Regulation Authority and any delegate of the Law Society, the Council, the Solicitors Regulation Authority or any such body or person.

2 Scope

2.1 The Insurer, having agreed to be bound in accordance with the terms of this Agreement, may:

(a) issue Policies with an inception date on or after 1 October 2021;

(b) renew or replace any Policies; and

(c) extend the Policy Period of any Policy,

at any time on or after the Commencement Date and before the Run-off Date to Authorised Bodies on the terms set out in this Agreement.

2.2 Each Policy issued by the Insurer shall provide cover which complies at all times during the currency of the Policy (subject to clause 4.1) with the Minimum Terms in force on the later of the date on which:

(a) the Policy incepts;

(b) any extension to the Policy Period takes effect; or

(c) the Policy is renewed or replaced.

- 2.3 The Insurer shall issue (or procure the issuing of) a certificate in the form set out in Part A or Part B of Schedule 3 (as the case may require) to each Authorised Body in respect of each Policy issued, renewed or replaced or where the Policy Period is extended (as the case may be) to that Authorised Body by the Insurer within 20 business days of such inception, extension, renewal or replacement of the Policy.
- 2.4 Clause 2.2 shall not limit the right of the Insurer to issue any policy of insurance to an Authorised Body in addition to (and without prejudice to the terms of) any Policy required under the Rules to be held by that Authorised Body.
- 2.5 The Insurer may underwrite Policies jointly with one or more other insurers, provided that each insurer underwriting any such Policy is a Participating Insurer at the date on which the Policy incepts, and provided that the Policy is fully underwritten by Participating Insurers.
- 2.6 Where the Insurer underwrites any Policies jointly on an excess of loss basis, it may do so only in the layers set out below:

Indemnity Limit under Policy	Permitted primary layer(s) under Policy	Permitted excess layer(s) under Policy
£2 million	£1 million	£1 million excess of £1 million
£3 million	£1 million	£2 million excess of £1 million
		£1 million excess of £1 million
	£2 million	£1 million excess of £2 million

- 2.7 Where the Insurer is the Lead Insurer (as defined in the Minimum Terms) it shall act as such including, without limitation, being responsible for the conduct of claims, advancing defence costs and compromising and arranging for the payment of claims, and it shall be responsible for meeting the reporting requirements set out in clause 6 in relation to the Policy. For the avoidance of doubt, the liability of the Insurer under any Policy shall not be increased by virtue only of the fact that it is acting as Lead Insurer.
- 2.8 The Insurer may not, under the terms on which it offers to issue any Policy or provides any quotation to an Authorised Body (or to any intermediary in respect of an Authorised Body), require that that Authorised Body takes out any other policy (of whatever type or description) with the Insurer, or any other person. The Insurer shall provide each Offer in respect of a Policy on a separate and standalone basis from any other offer or quotation of insurance.
- 2.9 In the event of an inconsistency between the Minimum Terms and the terms of any Policy, the Insurer shall not be entitled to construe the Policy in a way that does not give full effect to the Minimum Terms, and shall, if and to the extent required, amend the terms of any Policy so that such Policy does give full effect to the Minimum Terms.
- 2.10 Clause 2.9 shall be directly enforceable against the Insurer by any insured in his own right, where that insured is required under the Minimum Terms to be insured under a Policy with the Insurer, in accordance with the Contracts (Rights of Third Parties) Act 1999 in relation to that Policy.
- 2.11 Clause 2.10 shall be without limitation to the right of the SRA and the Insurer at any time and from time to time to vary the terms of, or terminate, this Agreement without reference to any third party.

3 Warranties, representations and undertakings

- 3.1 The Insurer warrants and represents to the SRA that, both as at the date of this Agreement and as a continuing warranty and representation for the duration of this Agreement:

- (a) it is an Authorised Insurer for the purposes of both effecting and carrying out contracts of insurance; and
- (b) it shall effect and carry out Qualifying Insurance and shall otherwise conduct its operations and activities in relation thereto at all times in compliance with all applicable laws and regulations, including but not limited to applicable provisions of the Equality Act 2010.

3.2 The Insurer undertakes that it shall notify the SRA in writing immediately if, at any time after the date of this Agreement:

3.2.1 any warranty set out in clause 3.1 ceases to be true in any respect; or

3.2.2 it is the subject of an Insolvency Event.

Agency arrangements

3.3 The Insurer undertakes to use its best endeavours to procure that any intermediary acting as its agent in any dealing with an Authorised Body in relation to arranging or effecting a Policy discloses to the Authorised Body, by means of a clear and prominent statement in writing, the fact that it is acting as agent for the Insurer, and whether it does so on an exclusive basis, whether or not it also acts as agent for the Authorised Body.

3.4 Where the Insurer has delegated underwriting authority to one or more intermediaries for the purpose of effecting Policies, the Insurer must:

3.4.1 have in place at all times appropriate systems and controls to monitor and supervise the intermediary/ies for the purpose of ensuring that any such intermediary complies in full with all relevant laws and regulation and the terms of its delegated authority;

3.4.2 notify the SRA of the name and contact details of any such intermediary so appointed;

3.4.3 have entered into a written agreement with any such intermediary setting out the scope and terms of the underwriting authority conferred on the intermediary and provide to the SRA within 7 days of being requested a copy of such agreement;

3.4.4 notify the SRA within 7 days of the delegated authority conferred on the intermediary being withdrawn, suspended or terminated.

3.5 Where the Insurer has permitted any intermediary to sub-delegate its underwriting authority to any other person or persons (each, a **sub-delegate**), any such sub-delegate appointed by an intermediary shall itself be considered an intermediary for the purposes of clause 3.4.

3.6 The Insurer acknowledges and agrees that it shall be bound by the acts of any intermediary that it has appointed and any sub-delegate of such intermediary and that as a consequence it shall not dispute whether a Policy has been validly effected by the intermediary or sub-delegate, or deny a claim under a Policy effected by the intermediary or sub-delegate by reason of any act or omission of the intermediary or sub-delegate.

4 Multi-year Policies and Authorised Bodies in the Extended Policy Period or the Cessation Period

Multi-year Policies

4.1 The Insurer may issue a Policy in one Indemnity Period which expires in any subsequent Indemnity Period (a **Multi-year Policy**) provided that:

4.1.1 the terms of the Multi-year Policy permit any variation that may be required in order to reflect any change in the Minimum Terms or in the Rules (whether or not in return for an additional premium),

and the Insurer shall give effect to any such variation with effect from the date that the SRA may require under clause 5;

- 4.1.2 the Insurer shall give effect to any such variation from the date on which the change in the Minimum Terms or in the Rules (as the case may be) comes into effect to the extent required to give effect to that change; and
- 4.1.3 the Insurer remains a Participating Insurer in each of the subsequent Indemnity Periods covered by the Multi-year Policy and, as and when required to do so by the SRA, enters into the standard form Participating Insurer's Agreement from time to time in respect of each subsequent Indemnity Period covered by the Multi-year Policy.

Authorised Bodies in the Extended Policy Period or the Cessation Period

- 4.2 Where the Insurer issues a Policy to an Authorised Body that is in the Extended Policy Period or Cessation Period under another Policy:
 - 4.2.1 the Policy issued by the Insurer must have an inception date which is the date on which the Authorised Body entered the Extended Policy Period in accordance with such other Policy;
 - 4.2.2 the Policy may not exclude or limit the liability of the Insurer by reason of the cover provided to the Authorised Body in respect of the Extended Policy Period or Cessation Period under such other Policy, including (without limitation), in respect of any claims made or circumstances notified to the insurer on risk during such period;
 - 4.2.3 the Insurer waives any right to claim contribution from the insurer on risk during the Extended Policy Period and/or Cessation Period in respect of any liability that the Insurer may have under the Policy in respect of such period; and
 - 4.2.4 the Insurer agrees to reimburse the insurer on risk during the Extended Policy Period and/or Cessation Period in respect of any costs it has incurred in respect of any claims made or circumstances notified to it during such period.
- 4.3 Clause 4.2.3 and 4.2.4 shall be directly enforceable against the Insurer by any insurer on risk in respect of the Extended Policy Period or Cessation Period in accordance with the Contracts (Rights of Third Parties) Act 1999 in relation to that Policy and such right shall be without limitation to the right of the SRA and the Insurer at any time and from time to time to vary the terms of, or terminate, this Agreement without reference to any third party.
- 4.4 Save in the circumstances described in clause 4.2, the Insurer may issue a Policy with an inception date or deemed inception date up to but no more than 30 days prior to the date on which the contract of insurance is made with the Insurer, unless such contract is made between 1 October 2021 and 30 October 2021 (both dates inclusive), in which case the inception date or deemed inception date shall be no earlier than 1 October 2021.

5 Variation

- 5.1 The Insurer shall vary the terms of each Policy to give effect to any variation to the Rules, the Glossary and/or the Minimum Terms, such variation to be implemented by the Insurer:
 - (a) on the date of any renewal or replacement of the Policy or any extension to the Policy Period; and
 - (b) on each date falling in 18 month intervals from the commencement of the Policy Period where no variation has occurred by reason of clause 5.1(a) within the immediately preceding 18 month period.
- 5.2 The Insurer shall not be required to vary any Policy pursuant to clause 5.1(b) where the date on which variation would have been required is a date within the Extended Policy Period or the Cessation Period of the relevant Policy.

- 5.3 Notwithstanding clause 5.1, the SRA may, where it considers it necessary, vary the terms of any of the Rules, the Glossary, the Minimum Terms or this Agreement during an Indemnity Period and such variation shall be effective from the date falling 2 months after such variation is notified in writing to each Participating Insurer and (if and to the extent that the SRA considers it appropriate) to Authorised Bodies.
- 5.4 The SRA shall, so far as reasonably practicable, present any proposed variation to the Rules, the Minimum Terms or this Agreement to the Liaison Committee for consultation before giving notice of such variation.

6 Reporting

General reporting obligations

- 6.1 If, in the course of dealing with any Authorised Body:
- 6.1.1 the Insurer becomes aware of:
- (a) a material inaccuracy in a proposal form; or
 - (b) any matter or circumstances that would entitle it to avoid or repudiate a Policy but for the provisions of clause **Error! Reference source not found.** of the Minimum Terms (and/or the corresponding terms of the Policy);
- other than, in either case, where the Insurer believes any relevant act or omission on the part of the Authorised Body to have been innocent, or
- 6.1.2 the Insurer becomes aware of any failure on the part of the Authorised Body or any person who is a Principal of that Authorised Body to:
- (a) pay any sum on or before the date specified in the Rules or
 - (b) to reimburse any amount falling within a Policy excess which has been paid out by a Participating Insurer to a Claimant, or
- 6.1.3 the Insurer becomes aware of the fact that the Authorised Body has operated or is operating without Qualifying Insurance, or
- 6.1.4 the Insurer becomes aware of any claim of inadequate professional services made against the Authorised Body or any insured of that body, or
- 6.1.5 the Insurer suspects or becomes aware of dishonesty or fraud on the part of that Authorised Body or any insured under that Authorised Body's Policy and as a result:
- (a) reserves its position as regards any part of a claim made by that Authorised Body; or
 - (b) notifies that Authorised Body that it will not, or intends not to, indemnify that Authorised Body in full in respect of a claim made by that Authorised Body; or
 - (c) seeks, or reserves its right to seek, reimbursement of any amount paid out under any Policy from any insured,
- the Insurer shall notify the SRA (or such person as the SRA may notify to the Insurer from time to time) in writing:
- (a) as soon as reasonably practicable after it becomes aware of any of the matters referred to in clauses 6.1.1; and

- (b) within 5 business days from the date on which the Insurer takes any of the steps referred to in clauses 6.1.3(a) to 6.1.3(c) inclusive,

setting out the nature of its awareness or suspicion (and any steps that it has taken as a result of that suspicion), and shall comply with any issued Reporting Protocol and Referral Protocol in providing the SRA with such further information relating to the claim and the Authorised Body concerned as the SRA may reasonably require from time to time so as to enable the SRA to investigate.

- 6.2 If any Authorised Body fails to pay any sum due to the Insurer in respect of any Policy, and the Insurer has reasonable grounds for believing that such failure constitutes a wilful refusal to pay such sum, the Insurer shall notify the SRA in writing of that fact.
- 6.3 The Insurer shall, within 10 business days of any such request being made in writing by the SRA from time to time, provide to the SRA confirmation in writing that:
- 6.3.1 a specified Authorised Body has taken out a Policy issued by that Insurer;
- 6.3.2 such Policy is in force or was in force on a particular date and the expiry date of the Policy; and
- 6.3.3 such Policy complies with the Minimum Terms in force on the date on which such Policy inceptioned, the date that any extension of the Policy Period took effect or for the time being is in force, as the case may require.
- 6.4 The Insurer shall provide to the SRA such information and data as the SRA may reasonably require from time to time to enable the SRA to verify that the Insurer is complying with its obligations under this Agreement, including but not limited to its warranty and undertaking to comply with all applicable laws and regulations, including but not limited to applicable provisions of the Equality Act 2010. The provisions of clause 16 shall apply in respect of any information provided in accordance with this clause 6.4.
- 6.5 If any of the information provided by the Insurer contained on page i of this Agreement (under the heading "Details of the Insurer") changes after the Commencement Date (including, for the avoidance of doubt, the Insurer's credit rating and insurer financial strength rating), the Insurer shall notify the SRA and each Authorised Body to which it has issued a Policy as soon as practicable and, in any event, not later than 5 business days after such change.
- 6.6 Without prejudice to its obligation to notify the SRA, the Insurer shall have complied with the notification requirements under clause 6.5 insofar as they relate to advising each Authorised Body of its credit rating and insurer financial strength rating where, in the reasonable opinion of the SRA, the Insurer has:
- (a) for the duration of this Agreement, displayed its credit rating and insurer financial strength rating accurately, in clear terms and in a readily accessible area on its website and updated such information within 5 business days of any variation; and
- (b) at the inception, renewal or replacement of any Policy or the extension of the Policy Period, provided each Authorised Body to whom it has issued such Policy with sufficient information to enable the Authorised Body to access the Insurer's credit rating and insurer financial strength rating information maintained on its website.

Claims Reports

- 6.7 The Insurer shall provide (without charge) a report (a **Claims Report**) to any Authorised Body to which it has issued a Policy, either in the current or in any previous Indemnity Period, within five working days from receiving a request to do so, setting out (as applicable), as at the date specified in the Claims Report:

- 6.7.1 a summary of:
- (a) each claim (or series of related claims) made against the Authorised Body of which the Insurer is aware under each Policy; and
 - (b) any circumstances notified to the Insurer by the Authorised Body under each Policy;
- 6.7.2 the amount reserved by the Insurer against each claim (or series of related claims) or circumstances notified;
- 6.7.3 the basis on which each such amount is calculated (for example, whether the figure represents a loss actually incurred, an estimate of probable maximum loss, or any other basis of reserving);
- 6.7.4 whether or not each such amount includes defence costs;
- 6.7.5 whether each Policy includes an excess that may apply in relation to such claim (or series of related claims), and the amount of any such excess; and
- 6.7.6 any amounts paid out in relation to each claim, in each case indicating whether such sums include any excess due from but not paid by the Authorised Body.
- 6.8 In providing Claims Reports, the Insurer shall use its reasonable endeavours to provide all of the information set out in clause 6.7, but shall not be required to provide any part of that information to the extent that doing so would not be reasonably practicable having regard to the manner in which claims information is stored on the computer systems of the Insurer.

Reports on insured Authorised Bodies

- 6.9 The Insurer shall provide reports (**Insured Authorised Bodies Reports**) to the SRA in respect of Policies written by a Participating Insurer during any Indemnity Period and in the form required from time to time. These shall include:
- 6.9.1 an annual report, to be provided by no later than 20 November in each calendar year, in the format set out in Schedule 4A in relation to Policies in force on the immediately preceding 1 November; and
- 6.9.2 regular reports, to be provided by no later than 20 February, 20 May and 20 August in each calendar year:
- (a) in relation to new Policies which have incepted in the period (i) 2 November to 31 January; (ii) 1 February to 30 April; or (iii) 1 May to 31 July; respectively, in the format set out in Schedule 4A;
 - (b) in relation to Policies which have expired without being renewed and Policies which have been renewed or replaced in the period between (i) 2 November to 31 January; (ii) 1 February to 30 April; or (iii) 1 May to 31 July; respectively in the format set out in Schedule 4B.
- 6.10 If there are no insured Authorised Bodies required to be included by the Insurer on any Insured Authorised Bodies Report the Insurer shall instead provide a statement to that effect.
- 6.11 Each Insured Authorised Bodies Report shall constitute confirmation that a Policy has been validly issued to each of the Authorised Bodies listed in the Insured Authorised Bodies Report and that the Insurer is on risk in accordance with the terms of the Policy. This Clause 6.11 shall be directly enforceable against the Insurer by any insured in his own right in accordance with the Contracts (Rights of Third Parties) Act 1999 in relation to that Policy and shall be without limitation to the right of the SRA and the Insurer at any time and from time to time to vary the terms of, or terminate, this Agreement without reference to any third party.

Run-off Reports

- 6.12 The Insurer shall provide a report (a **Run-off Report**) to the SRA and/or Solicitors Indemnity Fund Limited within five business days from being requested to do so, setting out, as at the date specified in the Run-off Report:
- 6.12.1 the name of each Authorised Body in respect of which run-off cover is being provided by the Insurer under a Policy issued either in the Indemnity Period commencing on 1 October 2021 or in any previous Indemnity Period;
 - 6.12.2 the date on which the Insurer believes that such run-off cover was triggered; and
 - 6.12.3 such other information in relation to such Authorised Bodies as the SRA and/or Solicitors Indemnity Fund Limited may reasonably require from time to time.
- 6.13 Each Run-off Report shall constitute confirmation that run-off cover is being provided by the Insurer in respect of each of the Authorised Bodies listed in the Run-off Report and that the Insurer is on risk for run-off in accordance with the terms of the Policy, save where the Insurer subsequently confirms that any such Authorised Body included in the Run-Off Report is insured as a Successor Practice within the meaning of and in accordance with the Minimum Terms. This Clause 6.13 shall be directly enforceable against the Insurer by any insured in his own right in accordance with the Contracts (Rights of Third Parties) Act 1999 in relation to that Policy and shall be without limitation to the right of the SRA and the Insurer at any time and from time to time to vary the terms of, or terminate, this Agreement without reference to any third party.

Declaration Premium Income

- 6.14 The Insurer shall provide to the SRA a declaration in the form set out in Schedule 2 providing a figure for its Declaration Premium Income for the Indemnity Period ending on 30 September 2022
- 6.14.1 by no later than 31 January 2022 (such declaration being a best estimate); and
 - 6.14.2 by no later than 31 January 2023.
- 6.15 The Insurer warrants and represents to the SRA that:
- 6.15.1 to the best of the knowledge information and belief of the Insurer the Declaration Premium Income declared pursuant to clause 6.14 does not materially understate the Declaration Premium Income as at the date of such declaration; and
 - 6.15.2 it has taken all reasonable steps to verify the accuracy of the declaration of its Declaration Premium Income made pursuant to clause 6.14 and that such declaration has been made in good faith.

Successor insurance election

- 6.16 Where an Insured Authorised Body makes an election pursuant to clause 5.5 of the Minimum Terms, the Insurer shall give notice to the Society in writing of that election not later than seven days after the Insured Authorised Body informs the Insurer of the election and that election has become effective.

Compliance with reporting requirements

- 6.17 The Insurer shall nominate a director or officer of the Insurer to be the person responsible for compliance with the reporting obligations under this clause 6 (the **Reporting Officer**).
- 6.18 The Insurer shall:
- 6.18.1 provide to the SRA the name, title and contact details of the Reporting Officer on or before the Commencement Date and advise the SRA promptly of any changes to such details for the term of this Agreement; and

6.18.2 ensure that the Reporting Officer is appropriately authorised and has sufficient resources at all times to enable the Insurer to comply with its obligations under this clause 6.

6.19 In the event that the Insurer fails to comply with any of its obligations under this clause 6, the Insurer shall pay all costs and expenses incurred by the SRA (including the costs of engaging agents and advisors) in accessing the Records of the Insurer pursuant to clause 9.2. All such costs and expenses shall be paid by the Insurer within 30 days of receipt of an invoice issued to the Insurer by the SRA.

7 Claims handling and enforcement

7.1 The Insurer shall act at all times in all respects in accordance with any Claims Handling Guidelines, and in particular (but without limitation), the Insurer shall:

7.1.1 pay claims without avoidable delay after liability under the Policy has been established and the amount payable by the Insurer has been agreed; and

7.1.2 act at all times with the utmost good faith in the course of its dealings both with the solicitors' profession generally and with Authorised Bodies which are its policyholders.

7.2 The Insurer shall not treat any Policy as void, repudiated, terminated or otherwise ineffective by reason of any act or omission on the part of any Authorised Body or any person acting for or on behalf of that Authorised Body if and to the extent that doing so would result in that Authorised Body not having cover in accordance with the Minimum Terms.

7.3 Clause 7.2 shall be without prejudice to any rights of reimbursement which the Insurer may have under the terms of any Policy against that Authorised Body or any insured by reason of any such act or omission.

8 Liaison committee

8.1 The SRA shall establish a committee to include, without limitation, representatives from Participating Insurers and the SRA (the **Liaison Committee**).

8.2 The purpose of the Liaison Committee shall include:

8.2.1 reviewing the arrangements relating to the provision of compulsory professional indemnity insurance to members of the solicitors' profession generally; and

8.2.2 considering proposed amendments to such arrangements, including proposed variations to the Rules, the Minimum Terms or the standard form Participating Insurer's Agreement.

8.3 The terms of reference relating to the Liaison Committee shall be as determined by the SRA from time to time.

9 Right of inspection

9.1 The Insurer shall maintain Records in respect of each Policy until final settlement of all claims made and capable of being made under and the expiry of all relevant periods of limitation in respect of that Policy, or for such longer period as the SRA may, in the case of any specified Policy, reasonably require.

9.2 The SRA (and its agents and advisers from time to time) shall be entitled to have access to any Records or, for the purpose of verifying or obtaining any information provided or required to be provided by the Insurer to the SRA, records of the Insurer at all times on reasonable notice during normal business hours.

10 Co-operation

- 10.1 The Insurer shall at all times co-operate with the SRA, and with any person or body of persons carrying out any functions on behalf of the SRA, so as to enable the SRA to discharge its regulatory functions.
- 10.2 The Insurer authorises the SRA to publish, whether on any of its websites or otherwise, in such manner and form as it may determine, details of the Insurer, as set out on page i (under the heading "Details of the Insurer") or as the Insurer may advise the SRA from time to time, including in accordance with clause 6.5.
- 10.3 The Insurer undertakes that it shall provide to the SRA, and shall specify on each Offer it provides to an Authorised Body, the rating or ratings it has from any credit rating agency (or agencies, as the case may be) at that time (or in the absence of any such credit rating, a statement to that effect).

11 Term

- 11.1 The SRA may by giving notice in writing to the Insurer at any time terminate forthwith the right granted to the Insurer under clause 2.1 if:
- 11.1.1 the Insurer is in fundamental breach of its obligations under this Agreement; or
- 11.1.2 either of the events referred to in clause 3.2 occurs; or
- 11.1.3 the Insurer is in material breach of its obligations under this Agreement; and
- (a) (where such breach is capable of being remedied), the Insurer has failed to remedy such breach within such reasonable time as the SRA has specified; or
- (b) the Insurer has previously been in material breach of its obligations under this Agreement on at least one occasion during the previous six months or on more than one occasion within the previous two years.
- 11.2 The SRA may by giving not less than 3 months' notice in writing to the other at any time terminate the right granted to the Insurer under clause 2.1. The Insurer may surrender such right in the same manner and on the same notice.
- 11.3 The effect of any notice given under clause 11.1 or 11.2 shall be that:
- 11.3.1 (in the case where notice has been given under clause 11.1) the right granted to the Insurer under clause 2.1 shall terminate on:
- (a) the date of that notice; or
- (b) the date on which either of the events referred to in clause 3.2 occurs (where applicable);
- whichever is the earlier; or
- 11.3.2 (in the case where notice has been given under clause 11.2) the right granted to the Insurer under clause 2.1 shall terminate on the date of the end of the first Indemnity Period ending not less than three months after the date on which notice under clause 11.2 is given.
- 11.4 The date on which the right granted to the Insurer under clause 2.1 terminates in accordance with clause 11.3 shall be referred to as the **Run-off Date**.
- 11.5 With effect from the Run-off Date, the Insurer shall cease to be a Participating Insurer and accordingly the Insurer shall not issue, renew or replace any Policy, or extend the Policy Period of any Policy after the Run-off Date, or hold itself out as being a Participating Insurer after the Run-off Date.

- 11.6 Clauses 11.1 and 11.3 shall each be without prejudice to the rights of either party under this Agreement either before or after the Run-off Date in respect of any act or omission of any other party under this Agreement, which shall otherwise remain in full force and effect.
- 11.7 This Agreement shall terminate upon the final settlement of all claims made and capable of being made under and the expiry of all relevant periods of limitation in respect of all of the Policies written by the Insurer under this Agreement, but without prejudice to the rights of any party under this Agreement as at that date.

12 Disputes as to insurer

- 12.1 In the event of any dispute arising as to whether a claim is or would be properly payable by the Insurer (whether alone or together with any other Participating Insurer or Participating Insurers) rather than by any other Participating Insurer or Participating Insurers, Qualifying Insurer or Qualifying Insurers, the Solicitors' Indemnity Fund or the Solicitors' Compensation Fund:
- 12.1.1 the Insurer shall seek to agree as soon as practicable with each of the other parties which party to the dispute shall conduct any claim, advance defence costs and, if appropriate, compromise and pay any such claim, whether on the basis that the party to whom the claim was first notified should do so or otherwise; or
- 12.1.2 where the parties to a dispute cannot agree in accordance with clause 12.1.1 who should handle a claim the Insurer or Participating Insurer who was first notified of the claim shall conduct such claim, advance defence costs and, if appropriate, compromise and pay any such claim.
- In either case the dispute shall be referred to arbitration in accordance with clause 13, and the Insurer irrevocably consents to any such dispute being arbitrated in a single arbitration with each of the other parties to the dispute participating.
- 12.2 For the purposes of clause 12.1, the SRA may require the Insurer to provide such information as the SRA may reasonably require from the Insurer from time to time in relation to any such claim. The SRA may by notice to the Insurer direct the Insurer to conduct any such claim, in accordance with the requirements of clause 12.1.
- 12.3 In respect of any claim which is handled by another Participating Insurer or Participating Insurers in accordance with clause 12.1.2, if it is subsequently found, whether as a consequence of arbitration of the dispute or otherwise, that the relevant claim is or would be properly payable by the Insurer (whether alone or together with any other Participating Insurer or Participating Insurers), then:
- 12.3.1 the Insurer shall promptly reimburse the other Participating Insurer or Participating Insurers all of the costs and expenses howsoever incurred by such insurer in the conduct of the claim (including where applicable, but without limitation, the amount of any claim paid and associated claimant's costs), together with interest thereon at a rate equal to the base rate from time to time of Barclays Bank plc plus three per cent; and
- 12.3.2 the Insurer shall take over the conduct of the claim in place of the other Participating Insurer or Participating Insurers if it has not already been settled.

13 Other disputes and dispute resolution

- 13.1 Any dispute or claim arising out of or in connection with this Agreement, including any question regarding its validity or termination, shall be determined by a sole arbitrator, to be appointed by agreement between the parties to the arbitration, or failing such agreement within 21 days of a written nomination being made by one of the parties to the arbitration, by the President of the Chartered Institute of Arbitrators. In the case of any dispute referred to arbitration under clause 12.1, the sole arbitrator shall be a Queen's Counsel with experience of disputes arising out of professional indemnity policies.

- 13.2 In the event of the arbitrator becoming unable or unwilling to act as such, any replacement shall be appointed in a like manner to that stipulated in clause 13.1.
- 13.3 The arbitration shall be held in London and the language of the arbitration shall be the English language. The seat of the arbitration shall be in England. It is further expressly agreed that the right to appeal to the High Court or to apply to such court for the determination of a preliminary point of law is excluded.
- 13.4 Within 30 days of the constitution of the tribunal, the claimant shall deliver to the respondent, and to the tribunal, a statement of case containing particulars of the dispute or claim and written submissions in support thereof together with any documents relied upon.
- 13.5 Within 30 days of receiving the claimant's statement of case the respondent shall deliver to the claimant and to the tribunal a statement of case in answer, together with any counterclaim, written submissions in support thereof and any documents relied upon.
- 13.6 Within 30 days of receipt by the claimant by any statement of counterclaim, the claimant may deliver to the respondent, and to the tribunal, a reply to the counterclaim, together with any additional documents relied upon.
- 13.7 As soon as practical after its constitution, and in any event no later than 30 days after receiving the respondent's statement of case or the claimant's reply to the respondent's counterclaim, as the case may be, the tribunal shall convene a meeting with the parties to the arbitration or their representatives to determine the issues to be decided and the procedure to be followed in the arbitration.
- 13.8 The procedure to be followed in the arbitration shall be as agreed by the parties to the arbitration or, in default of agreement, as determined by the tribunal. However, the following procedural matters shall in any event be taken as agreed:
- 13.8.1 the tribunal may in its discretion hold a hearing and make an award in relation to any preliminary issue at the request of any party to the arbitration, and shall do so at the joint request of all of the parties to the arbitration;
- 13.8.2 the tribunal shall hold a hearing, or hearings, relating to substantive issues unless the parties to the arbitration agree otherwise in writing;
- 13.8.3 the tribunal shall issue its final award within 60 days of the last hearing of the substantive issues in dispute between the parties to the arbitration.
- 13.9 In the event of the failure by any party to the arbitration to appear or to present its case within the prescribed time at any stage of the proceedings, or in the event of default by any party to the arbitration in respect of any procedural order made by the tribunal, the tribunal shall have power to proceed with the arbitration and make its award, after giving notice to each party to the arbitration.

14 Assignment

- 14.1 Neither this Agreement, nor any interest in it, shall be assignable by the Insurer in whole or in part at any time and the Insurer undertakes that it will not assign the whole or any part of any interest in the Agreement at any time to any person.
- 14.2 No Policy or any interest in any Policy shall be assignable or transferable by the Insurer except with the prior consent in writing of the SRA and the Insurer undertakes that it will not assign or transfer the whole or any part of any interest in any Policy at any time to any person.

15 Notices

- 15.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by first-class post pre-paid or by fax, to each of:

15.1.1 the Insurer, at the address, fax number or email set out in and for the attention of the person named on page i; and

15.1.2 the Solicitors Regulation Authority, at The Cube, 199 Wharfside Street, Birmingham B1 1RN

Email Robert.Loughlin@sra.org.uk
Attention Executive Director, SRA

or to such other address, number or addressee as each party may by notice advise from time to time to each of the other parties, but without prejudice to the effectiveness of any notice already given in accordance with this clause 15.

15.2 Any notice given in accordance with clause 15.1 shall be deemed to be given:

15.2.1 if delivered personally, when left at the relevant address referred to in clause 15.1;

15.2.2 if sent by mail, two business days after it was posted;

15.2.3 if sent by fax, on completion of its transmission

provided that if, under the above provisions, any such notice would otherwise be deemed to be given before 9 am or after 5 pm on a business day, or at any time on any other day, such notice shall be deemed to be given at 9 am on the next business day.

15.3 In proving the giving of a notice under this clause 15, it shall be conclusive evidence to prove that it was left at the appropriate address or the envelope containing it was properly addressed and posted or the fax was sent in full to the relevant number (as the case may be).

16 Confidentiality

16.1 Except as provided in this Agreement, each party shall treat as confidential all information relating to persons insured by the Insurer, where such information would enable that person to be identified, provided that, where the Insurer reports to the SRA any matter referred to in clause 6.1 of the Rules:

16.1.1 the SRA shall keep all such information confidential;

16.1.2 the SRA shall not (except where and to the extent required by law or in the proper performance by the SRA of its regulatory functions) at any time reveal any such information to any person other than a duly authorised employee of the SRA or any of its subsidiaries; and

16.1.3 any privilege attaching to such information shall not be regarded as having been waived whether by virtue of such information having been provided to the SRA or otherwise.

16.2 The provisions of clause 16.1 shall not prevent the SRA making use of any information referred to in that clause for the purpose of bringing disciplinary proceedings against any person.

16.3 Notwithstanding any other provision of this Agreement the SRA may, without limitation and in its absolute discretion, disclose and/or make available for public inspection the identity of the Insurer and any Authorised Body to which it provides a Policy pursuant to the terms of this Agreement. Nothing in this Agreement shall prohibit the SRA from making such a disclosure, nor give rise to any liability of the SRA, for breach of confidence or otherwise.

17 Counterparts

17.1 This Agreement may be entered into in counterparts each executed by one of the parties but, taken together, executed by all and, provided that the parties so enter into the Agreement, the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, they shall constitute one instrument.

18 Entire agreement

- 18.1 This Agreement (together with any documents referred to in it) sets out the entire agreement and understanding between the parties in connection with the matters described in it. The Insurer acknowledges that it has not entered into this Agreement in reliance on any warranties, conditions, representations, covenants, undertakings, indemnities or other statements (whether implied or otherwise) whatever on the part of the SRA or any person acting for or on its behalf.

19 Third party rights

- 19.1 Except as provided by clauses 2.10, 4.3, 6.11 and 6.13 no third party shall have any rights under or in connection with this Agreement by virtue of the Contract (Rights of Third Parties) Act 1999 or otherwise.

20 Applicable law

- 20.1 This Agreement shall be governed by and construed in accordance with English law.

IN WITNESS of which this Agreement has been entered into the day and year first above written.

Schedule 1- SRA Indemnity Insurance Rules

<https://www.sra.org.uk/solicitors/standards-regulations/indemnity-insurance-rules/>

Annex 1

SRA Minimum Terms and Conditions of Professional Indemnity Insurance

<https://www.sra.org.uk/solicitors/standards-regulations/indemnity-insurance-rules/#annex-1>

Annex 2

Special provisions for RELs

<https://www.sra.org.uk/solicitors/standards-regulations/indemnity-insurance-rules/#annex-2>

Schedule 2
Declaration Premium Income by participating insurer

INDEMNITY YEAR 2021/2022

To be completed by the Participating Insurer and returned to the SRA by no later than: (i) 31 January 2022 (being a best estimate); and (ii) 31 January 2023 in respect of the Indemnity Period ending on 30 September 2022.

Name of Participating Insurer
Declaration Premium Income	£.....

I hereby declare that the information set out above constitutes a true and accurate view of the Declaration Premium Income of the above named Insurer for the period in question.

Signed:

Print name:

For and on behalf of the Participating Insurer named above

Date:

**Schedule 3
Certificates of Insurance**

Part A

**CERTIFICATE OF QUALIFYING INSURANCE
(In accordance with rule 2 SRA Indemnity Insurance Rules)**

INDEMNITY YEAR 2021/2022

To be completed by the Participating Insurer (or by the broker on behalf of the Participating Insurer) and sent to the Insured Firm at inception. The certificate may include other information in relation to the Policy if the Participating Insurer is required to include such information on certificates issued by it.

	Share of compulsory cover underwritten / Limit of indemnity
Participating Insurer [and Lead Insurer]*	
Other Participating Insurers	
Name of Insured Firm <small>[if more than one Firm is insured under a Policy, each Insured Firm must be named]</small>	
Principal address of Insured Firm	
Period of insurance	
Policy number(s) or insurer's or broker's reference(s)	

The terms of this insurance shall be varied to reflect any amendments made to the SRA Indemnity Insurance Rules, the Glossary and/or the Minimum Terms and Conditions introduced by the SRA, with such variation taking effect: (a) on the date of any renewal or replacement of the Policy or any extension to the period of insurance; and (b) on each date falling in 18 month intervals from the commencement of the period of insurance where no variation has occurred by reason of (a) above within the immediately preceding 18 month period (except where this date falls within the Extended Policy Period or Cessation Period).

[The insurers named hereon bind themselves each for their own part and not one for another. Each insurer's liability under this certificate shall not exceed that percentage of the risk shown against that insurer's name.]*

Signed:

Print name:

For and on behalf of.

Date:

*delete if not applicable

Part B

CERTIFICATE OF ADDITIONAL PROFESSIONAL INDEMNITY INSURANCE
(In accordance with 0 2 SRA Indemnity Insurance Rules)

To be completed by the Participating Insurer (or by the broker on behalf of the Participating Insurer) and sent to the Insured Firm at inception. The certificate may include other information in relation to the Policy if the Participating Insurer is required to include such information on certificates issued by it.

		Share of compulsory cover underwritten / Limit of indemnity
Participating Insurer [and Lead Insurer]*	_____	_____
Other Participating Insurers	_____ _____ _____	_____ _____ _____
Name of Insured Firm [if more than one Firm is insured under a Policy, each Insured Firm must be named]	_____	
Principal address of Insured Firm	_____	
Period of insurance	From toboth days inclusive	
Policy number(s) or insurer's or broker's reference(s)	_____	

Details of Insurance under Registered European Lawyers' home professional rules:		
Name of insurer(s), fund or scheme	_____	
Period of insurance	From toboth days inclusive	
Policy number(s) or insurer's or broker's reference(s)	_____	

The terms of this insurance shall be varied to reflect any amendments made to the SRA Indemnity Insurance Rules, the Glossary and/or the Minimum Terms and Conditions introduced by the SRA, with such variation taking effect: (a) on the date of any renewal or replacement of the Policy or any extension to the period of insurance; and (b) on each date falling in 18 month intervals from the commencement of the period of insurance where no variation has occurred by reason of (a) above within the immediately preceding 18 month period (except where this date falls within the Extended Policy Period or Cessation Period).

[The insurers named hereon bind themselves each for their own part and not one for another. Each insurer's liability under this certificate shall not exceed that percentage of the risk shown against that insurer's name.]*

Signed:

Print name:

For and on behalf of.

Date:

*delete if not applicable

**Schedule 4
Pro forma Insured Firms Reports**

Schedule 4A Pro forma Insured Firms Report (Clause 6.10)									
The Insurer is reminded that the contents of this report will constitute confirmation of cover being provided by the Insurer to each Firm listed herein, and that each such Firm may rely on its inclusion in this Report and enforce its rights accordingly. Refer to Clause 6.11.									
						<i>Automatic data check from SRA database based on SRA Firm Head Office ID No</i>			
SRA Firm Head Office ID No (Mandatory)	Firm Name	Full Postcode	Inception Date (dd/mm/yyyy)	Expiry Date (dd/mm/yyyy)	Policy number	Issue with Policy	<i>Firm matches SRA Regulated Firm</i>	<i>Firm Name</i>	<i>Full Postcode (including space)</i>

Schedule 5
Glossary definitions and interpretation used in Rules

<https://www.sra.org.uk/solicitors/standards-regulations/glossary/>

