



Zurich Barristers Professional Indemnity

Policy Document



Contents

The Contract of Insurance	3
Definitions	4
Interpretation	6
Insurance Clauses	7
Limits of Indemnity	7
Exclusions	8
Conditions	10
Special Benefits	11
Complaint Procedure	12
Data Protection	13

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')

Zurich Insurance plc

Registered Office: Zurich House, Ballsbridge Park, Dublin 4.

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 Insurance plc ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this Notice, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

About this Notice

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this Notice is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at www.zurich.ie/privacy-policy.

The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, nationality, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at www.zurich.ie/privacy-policy.

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

Note: If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if you engage with us through a third party e.g. through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
 - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)
 - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers

- the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
- Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
- the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at www.zurich.ie/privacy-policy.

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the 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.

Data Retention

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at www.zurich.ie/privacy-policy.

Data subject rights

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

If you wish to avail of these rights, a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

Privacy Policy

Please note that this Notice is not a standalone document and should be reviewed in conjunction with our Privacy Policy which is available online at www.zurich.ie/privacy-policy.

If you have any questions about your Data, you can contact our **Data Protection Officer**, using the contact details below.

- Zurich Customer Services on 053 915 7775
- dataprotectionofficer@zurich.ie
- Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.

Bar of Ireland Financial Services

PO Box 2424, Law Library, Four Courts,
Dublin 7. DX81 1157

Telephone: +353 1 8175016

Email: requests@aon.ie

www.aon.ie

MacDonagh Boland Crotty MacRedmond
Limited t/a Bar of Ireland Financial Services
is regulated by The Central Bank of Ireland.

Registered in Ireland No. 5103 Registered Office:
Metropolitan Building, James Joyce Street,
Dublin 1.

Directors: K. Murphy, Richard Endersen,
Breda Farrell.

Zurich Insurance

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Telephone: 01 667 0666 Fax: 01 667 0644

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Website: www.zurichinsurance.ie