



PRIVATE AND CONFIDENTIAL

Clarke Rowe Solicitors Ltd
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Tel: (0117) 948 5037
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Our Ref: CLARKEROW\P94118\PISR MV010550

Date: 11 October 2016

Dear Sirs,

Solicitors' Professional Indemnity insurance

Thank you for your recent instructions to place your Professional Indemnity cover. This letter provides important information as to the service provided in your insurance arrangement and gives some guidance as to the procedure in the event of a claim or circumstance.

1. Cover details

We enclose your Certificate of Participating Insurance in accordance with the SRA Indemnity Insurance Rules 2016, together with your Cover Confirmation and Policy Schedule. The policy document will follow in due course.

Every effort has been made in the preparation of these documents to ensure that they reflect your instructions but we should be grateful if you would check through them carefully to ensure that they meet your requirements.

2. The roles undertaken by Aon UK Limited

Aon Professional Services Group (Aon), Aon Claims Solutions (ACS) and Maven Underwriters are each divisions of Aon UK Limited.

Aon's scope of service is to place your primary cover with Lloyd's Underwriters. During the currency of the policy, Aon will continue to represent your interests to Lloyd's Underwriters as their agents for arranging insurance.

ACS is engaged by Lloyd's Underwriters under a delegated financial authority to handle any claims or circumstances made against your firm, that fall within the policy's insuring clause. ACS is staffed by experienced professional indemnity lawyers employed by Aon or seconded to ACS.

Maven Underwriters is a Managing General Agent which is part of Aon UK Limited operating under a delegated underwriting authority on behalf of certain Underwriters at Lloyd's. Maven Underwriters is a trading name of Aon UK Limited.

For the purpose of these notes "us" and "we" refer to Aon excluding ACS and Maven Underwriters.

Aon UK Limited

Registered Office | The Aon Centre | The Leadenhall Building | 122 Leadenhall Street | London | EC3V 4AN
Registered in England & Wales No. 210725 | VAT Registration No. 480 8401 48
Aon UK Limited is authorised and regulated by the Financial Conduct Authority

3. Aon's remuneration

We are remunerated by Lloyd's Underwriters by way of brokerage from the premium that you pay and by any administration fee applied, currently £125.00 for this placement. This figure is included in the Premium stated in the invoice.

ACS is remunerated by Lloyd's Underwriters for handling the claims on their behalf.

Maven Underwriters is remunerated by Lloyd's Underwriters for the delegated underwriting and policy issuance services they carry out on their behalf.

4. Identifying claims and/or circumstances

In the event of a claim or circumstance arising, there are a number of things that you must do, both to make sure that the claim is dealt with quickly and efficiently, and to ensure that your insurance cover is protected. We enclose some guideline notes that may assist you. This guidance is provided subject to the policy terms and conditions.

5. Notification of claims and/or circumstances

It is a condition of the policy that notification of claims and circumstances is required to be made to ACS on behalf of Lloyd's Underwriters. Notice should be given in writing to:

Aon Claims Solutions
PO Box 730
Redhill
RH1 9FH

In order to assist you in complying with these requirements, ACS have produced a Claim Notification Form. This form can be e-mailed to you. Please contact ACS, quoting your policy number, on acs@aon.co.uk or by post requesting the Claim Form and this will be sent to you.

Should you elect to e-mail claim notifications to ACS, it is the sender's responsibility to ensure the message is received safely.

6. Claims telephone helpline

ACS will provide during normal office hours a telephone helpline advisory service. A follow-up letter will be sent in appropriate circumstances.

The helpline number is: 0207 086 4099

7a. Conflict of interest – your firm

As you know, where your client makes a claim against you or notifies an intention to do so, or where you discover an act or omission that could justify such a claim, you are required to inform the client that they should take independent advice. It is important that the proposed terms of any such communication with the client are notified to ACS in order to ensure consistency with the terms of the policy.

7b Conflicts of interest – Aon UK Limited

We may act for your competitors or other clients whose interests may conflict with yours. We may also act for other parties whose interests conflict with our relationship with you. If this is the case we will endeavour to act in your best interests and without detracting from our duty of confidentiality to you.

Due to the wide coverage available under the Solicitors Regulation Authority Minimum Terms, there is limited scope for there to be any dispute between your firm and its insurer. However, if such a dispute arises so as to create a potential conflict of interest, arrangements exist between us and ACS to prevent any improper transfer of information that could prejudice your firm. In such circumstances, ACS will continue to act for Lloyd's Underwriters and your interests will be represented to Lloyd's Underwriters (or ACS as their agent) by us.

Any information that is relevant to the issue giving rise to the conflict will be held on a confidential basis by us and will only be supplied to ACS on an arm's length basis.

7c Disclosure of insurance arrangements

You are required by the terms of the SRA Indemnity Insurance Rules to provide certain restricted details to Claimants against your firm, if so requested, namely;

- a The name of your insurer
- b The policy number
- c Address and contact details of the Participating Insurer for the purpose of making a claim

No further information should be provided without the express agreement of Lloyd's Underwriters, in writing or as required as a matter of law.

8. Use of external defence lawyers

ACS will use its in-house resource so far as practicable and will outsource any defence or investigation work, as may be appropriate.

All reports made by or for ACS are created on behalf of Lloyd's Underwriters and will not be given to us or disclosed to you without in each case prior consent of Lloyd's Underwriters. Under the terms of your policy you agree that Solicitors appointed to act do so at the sole direction of Lloyd's Underwriters and that they shall disclose to Lloyd's Underwriters any evidence or information given to or which becomes known to them in the course of so acting. A similar position applies to the solicitors and claims handlers working within ACS.

9. Complaints

Should you have any cause for complaint in relation to the services provided you should contact the appropriate individual below:

Ryan Senior
Aon UK Limited
25 Marsh Street
Bristol
BS1 4AQ

Compliance Officer
Aon Claims Solutions
Somerset House
London Road
Redhill
RH1 1LU

Compliance Officer
Maven Underwriters
Eastwood House
Glebe Road
Chelmsford
Essex
CM1 1QW

It is agreed that any claim you may have arising out of the handling of any claim by ACS will not be brought by you against the individuals involved or the law firms from which individuals have been seconded to ACS.

If you have any complaints which are not dealt with to your satisfaction by ACS, you should write to:

Policyholder & Market Assistance
Lloyd's
1 Lime Street
London
EC3M 7HA

We are delighted that you have chosen to place your insurance through Aon. If you have any queries either now or during the course of the year, please do not hesitate to contact me.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'S. Irwin-Porter', written in a cursive style.

Steve Irwin-Porter
Client Manager
for Aon UK Limited

Identifying claims and/or circumstances

Circumstances

It is a requirement of your policy that you give notice in writing as soon as is reasonably practicable of circumstances which may give rise to a claim and of which you become aware during the period of insurance.

While it can sometimes be difficult to identify what constitutes a 'circumstance' which may give rise to a claim, the following may be helpful. It should be borne in mind that this information should be considered as a guide and not a definitive list. The information offered is subject to the policy terms and conditions.

- A criticism of your performance (whether justified or not) whether implied or expressed
- A criticism of the performance of one of your subordinates, or anyone else for whose behaviour your firm may be responsible
- An awareness of a failing in your firm's performance, or a real doubt about the efficacy of your performance
- An awareness of a failing, or a real doubt about the efficacy of the performance of someone for whose behaviour your firm is responsible
- A protracted dispute over, or non payment of, your fees that may lead to a criticism of your performance

Any of these circumstances, if identified, should be notified regardless of the likely quantum.

In order for insurers to accept the notification, you should state that you are notifying a circumstance or claim and provide **full particulars** including:

- The identity of the claimant or potential claimant
- Details of the project and professional services provided
- Details of the allegations or potential allegations
- Why you think that a claim may be made against you
- Details of when you first became aware of the circumstance
- Potential quantum
- Details of all other parties involved in the project, their role and yours, with your views on the extent to which other parties might be at fault

If you are in doubt about the application of this guidance, your firm should notify ACS at PO Box 730, Redhill, RH1 9FH, or by email at acs@aon.co.uk, or call its helpline.

Claim

The policy defines a claim as a demand for, or an assertion of a right to, civil compensation or civil damages *or* an intimation of an intention to seek such compensation or damages. You are required to give notice in writing of any such 'claim' as soon as is reasonably practicable.

No admission of liability

It is a term of your policy that you do not admit liability to another party, and that you do not settle a claim without your insurers' written consent. If you believe a claim can be settled, you should explain the position clearly so as to allow ACS to take your views into consideration.

Provision of Service Regulations 2009

You will no doubt be aware of the Law Society's Practice Note on Provision of Service Regulations 2009 and its revised Practice Notes on Client Care Letter and Complaints Management. A copy of the Practice Note can be downloaded using the following web address. <http://www.lawsociety.org.uk/productsandservices/practicenotes.page>

The Provision of Service Regulations 2009 requires you to make available to clients information about amongst other things your professional indemnity (PI) insurance. This must include the name of the insurer, the contact details of the insurer and the territorial coverage of the insurance.

It should be noted that this obligation is in addition to rule 18.1 of the SRA Indemnity Insurance Rules (which require you to disclose certain information, upon request, in respect of the compulsory indemnity insurance relevant to that claim).

This information can be provided in the client care letter, via the firm's website or made easily accessible at the firm's place of business. To assist you in complying with the regulations, we enclose a certificate of PI insurance containing the required information, which you can make available at your premises. If you choose to display this information at your offices, we would suggest that you add the following paragraph to your client care letter.

Provision of Service Regulations 2009

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in each of our offices.

It is not necessary for you to provide any further information such as the limit of indemnity purchased (over and above the mandatory limit) or any policy excess for which you have a financial responsibility. If you wish to provide any additional information it will be necessary to obtain the prior written consent of your PI insurer.

We trust this is of some assistance to you but if you have any queries or would like to discuss the regulations in more detail, please contact the Law Society Practice Advice Service, the Department for Business Innovation and Skills, or your Aon contact.

PROVISION OF SERVICE REGULATIONS 2009

The details of our Professional Indemnity insurance are shown below, to comply with the above regulation. This is in respect of our mandatory cover that complies with the Solicitors Regulation Authority's Minimum Terms and Conditions from offices in England & Wales only.

| Name of Participating insurer | : Name of Participating insurer | %Underwritten |
|---|--|----------------------|
| | Novae Syndicate 2007 @ Lloyd's of London | 43.5% |
| | Argo Syndicate 1200 @ Lloyd's of London | 35% |
| | Neon Syndicate 2468 @ Lloyd's of London | 15% |
| | AEGIS Syndicate 1225 @ Lloyd's of London | 6.5% |
| | Per pro Maven Underwriters Maven Underwriters is a trading name of Aon UK Limited | |
| Contact details of Participating insurer | : Novae Syndicate 2007 Lloyd's 1 Lime Street London EC3M 7HA UK | |
| Name(s) of insured firm | : Clarke Rowe Solicitors Ltd | |
| Principal address of firm | : 28 Parkstone Road Poole BH15 2PG Dorset | |
| Period of insurance | : 01 October 2016 to 30 September 2017 (both days inclusive.) | |
| Territorial coverage | : Worldwide | |
| Policy number | : PISRMV010550 | |

Date 11 October 2016

CERTIFICATE OF PARTICIPATING INSURANCE

INDEMNITY YEAR 2016/2017

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.

| Name of Participating insurer(s) and %age of compulsory cover underwritten | Name of Participating insurer | % Underwritten |
|---|--|-----------------------|
| | Novae Syndicate 2007 @ Lloyd's of London | 43.5% |
| | Argo Syndicate 1200 @ Lloyd's of London | 35% |
| | Neon Syndicate 2468 @ Lloyd's of London | 15% |
| | AEGIS Syndicate 1225 @ Lloyd's of London | 6.5% |
| | Per pro Maven Underwriters | |
| | Maven Underwriters is a trading name of Aon UK Limited | |
| Name(s) of insured firm | : Clarke Rowe Solicitors Ltd | |
| Principal address of firm | : 28 Parkstone Road Poole BH15 2PG Dorset | |
| Period of insurance | : 01 October 2016 to 30 September 2017 (both days inclusive.) | |
| Policy number(s) or insurer's or broker's reference(s) | : PISRMV010550 | |

Signed:



Print name:

Andy Colbran
Issued by Maven Underwriters for and on behalf of
Lloyd's Underwriters
Maven Underwriters is a trading name of Aon UK Limited

Date:

11 October 2016



Clarke Rowe Solicitors Ltd
28 Parkstone Road
Poole
BH15 2PG
Dorset

25 Marsh Street
Bristol
BS1 4AQ
Tel: (0117) 948 5037
Fax: (0117) 948 5087

Our Ref: CLARKEROW\P94118\PISRNV010550

Date: 11 October 2016

COVER CONFIRMATION

We are pleased to confirm cover bound on your behalf as under:

| | |
|------------------------|--|
| Type of insurance: | Solicitors' Professional Indemnity |
| Insured: | Clarke Rowe Solicitors Ltd |
| Address: | 28 Parkstone Road Poole Dorset BH15 2PG |
| Period: | 01 October 2016 to 30 September 2017 (both dates inclusive) |
| Professional capacity: | Covering the Insured in their Professional Capacity as Solicitors |
| Limit of indemnity: | £3,000,000.00 any one claim |
| Excess: | £2,500.00 each and every claim limited to £7,500.00 in the aggregate |
| Geographical: | Worldwide |

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Jurisdiction: Worldwide

Conditions: As per Policy to follow.
Six year run off charged at 250% of annual premium* plus Insurance Premium Tax at the rate applicable at the time (in respect of the primary £3,000,000 only) plus the administration fee applicable at the time.

* Conditions apply

Premium: £

Insurance Premium Tax: £

Total premium including tax: £

| | | |
|-----------|--|-------|
| Insurers: | Novae Syndicate 2007 @ Lloyd's of London | 43.5% |
| | Argo Syndicate 1200 @ Lloyd's of London | 35% |
| | Neon Syndicate 2468 @ Lloyd's of London | 15% |
| | AEGIS Syndicate 1225 @ Lloyd's of London | 6.5% |

Per pro Maven Underwriters
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For Aon UK Limited