

**PROFESSIONAL INDEMNITY POLICY**  
**(SOLICITORS)**

Whereas the person or persons named in the Schedule herein (hereinafter called "the Assured" which expression shall include any other person or persons who may at any time during the subsistence of this policy become a partner in the Firm named in the Schedule) have made to the ..... (hereinafter called the 'Company') a written proposal, bearing the date stated in the Schedule and containing particulars and statements, which it is hereby agreed are the basis of this contract and are to be considered as incorporated herein, and have paid the premium stated in the Schedule.

Now therefore, the Company hereby binds itself to indemnify the Assured, or their Executors or Administrators against liability and costs as herein provided; such payment to be made after the amount of such liability and costs is proved.

IN WITNESS WHEREOF these presents have been signed for and on behalf or

.....

.....

**CHIEF EXECUTIVE OFFICER**

THE COMPANY hereby agrees to the extent and in the manner hereinafter provided:

- (1) to indemnify the Assured, up to but not exceeding in the aggregate for all claims under this Policy the sum stated in Item 2 of the Schedule against any claim or claims which may be made against them or any of them during the period specified in the Schedule.

(i) for breach of professional duty as Solicitors, by reason of any negligent act, error or omission, whenever or wherever committed or alleged to have been committed, of

(a) the Assured, or

(b) the predecessors in business of the said Firm, or

(c) any person at any time employed by the Assured or such predecessors in business, in the conduct, by or on behalf of the said Firm or such predecessors, of any business conducted in their professional capacity as Solicitors, and

(ii) by reason of any negligent act, error or omission, whenever, wherever committed or alleged to have been committed of any of the persons mentioned at (a), (b) and (c) above when acting as an Executor, Trustee, Receiver, Liquidator, Director or Company Secretary, provided the fees from such appointment form part of the income of the said Firm and provided also that such claim or claims would have been covered under (i) above but for the fact that such person was so acting, and

(2) in addition, to pay the costs and expenses incurred with the written consent of the Company in the defence or settlement of any such claim, provided that, if the Assured's liability for any claim is for any amount in excess of the amount of the indemnity available under this insurance, then the Company's liability for such costs and expenses shall be that proportion which amount of such indemnity available bears to the sum required to dispose of that claim.

## **EXCLUSIONS**

1. This Policy shall not indemnify the Assured against any claim
  - (a) for libel or slander, or
  - (b) brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Assured or the predecessors in business of the said Firm, or of any person at any time employed by the Assured or such predecessors in business, or
  - (c) directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  
2. There shall be no liability hereunder in respect of any claim for which the Assured are entitled to any indemnity under any other Policy.

## **CONDITIONS**

1. The Assured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Company who shall be entitled at any time to take over and conduct in the name of the Assured of the said Firm, as the case may be, the defence or settlement of any claim.

Nevertheless, the Assured shall not be required to contest any legal proceedings unless a Senior Legal Practitioner to be mutually agreed upon by the Assured and the Company shall advise that such proceedings should be contested.

2. The Assured shall as a condition precedent to their right to be indemnified under this Policy give to the Company immediate notice in writing.
  - (a) of any claim made against them,
  - (b) of the receipt of notice from any person of an intention to make a claim against them.
3. The Assured shall give to the Company immediate notice in writing of any circumstance, of which they shall become aware during the subsistence hereof, which is likely to give rise to a claim against them. Such notice having been given, any claim, to which that circumstance has given rise, which may be made after the expiration of the period specified in the Schedule shall be deemed for the purposes of this Policy to have been made during the subsistence hereof.
4. If the Assured shall prefer any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

#### **EXTENSION 1 - LIBEL AND SLANDER**

If an additional premium for this extension is specified in the Schedule , this Policy is extended to indemnify the Assured (notwithstanding Exclusion 1 (a)) against any claim or claims which may be made against them or any of them during the period specified in the Schedule for Libel or Slander by reason of words written or spoken by

- (a) the Assured, or
- (b) the predecessors in business of the said Firm, or

- (c) any person at any time employed by the Assured or such predecessors in business, in the conduct, by or on behalf of the said Firm or such predecessors, of any business conducted in their professional capacity as Solicitors.

Subject otherwise to the terms, conditions and limitation of this Policy.

#### **EXTENSION 2 - PARTNERS' PREVIOUS BUSINESS**

If an additional premium for this extension is specified in the Schedule, this Policy shall have effect as if

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|--------------------------|-----|---|
| <b>Incoming Partners</b> | (a) | After the words "in the conduct, by or on behalf of the said Firm or such predecessors, of any business conducted in their professional capacity as Solicitors " in the insuring clause there were inserted the word "or in the conduct of any business conducted by any of the Assured in their professional capacity as Solicitors before they joined the Said Firm", and |
| <b>Outgoing Partners</b> | (b) | the expression "the Assured" included any former partners who are named in Item 6 of the Schedule.  |

Subject otherwise to the terms, conditions and limitation of this Policy.

#### **EXTENSION 3 - AMENDMENT OF DISHONESTY EXCLUSION**

If an additional premium for this extension is specified in the Schedule, this Policy shall have effect as if the words "or of any person at any time employed by the Assured or such predecessors in business" in Exclusion 1 (b) which applies to any claim against the Assured

brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the persons therein mentioned) were deleted.

Subject otherwise to the terms, conditions and limitation of this Policy.

#### **EXTENSION 4 - FIDELITY**

If an additional premium for this extension, and for Extension 3 above are specified in the Schedule the Company will, to the extent and in the manner provided in this extension, indemnify the Assured, up to but not exceeding in the aggregate for all claims under this extension the sum stated in Item 7 of the Schedule, against any loss of money or of any other property whatsoever

- (a) belonging to the Assured, or
- (b) for which the Assured are legally liable,

which the Assured shall, during the period specified in the Schedule, discover that they have sustained in consequence of any dishonest or fraudulent act or omission of any person whilst employed under a contract of service or apprenticeship with the Assured, or with the predecessors in business of the Firm named in the Schedule, in their professional capacity as Solicitors.

#### **EXCLUSIONS**

This extension shall not indemnify the Assured against any loss

- (a) for which the Assured are entitled to an indemnity under this Policy apart from this extension,

- (b) for which the Assured are entitled to any indemnity under any other Policy,  
or
- (c) brought about or contributed to any dishonest or fraudulent act or omission  
of the Assured or the predecessors in business of the said Firm.

### **CONDITIONS**

1. The Company's total liability for all claims under this Policy, including this extension,  
shall not exceed the sum stated in Item 2 of the Schedule.
2. The Assured shall as a condition precedent to their right to be indemnified under  
this extension give to the Company immediate notice in writing
  - (a) of the discovery of any loss which gives rise, or may give rise, to a claim  
under this extension,
  - (b) of the discovery of reasonable cause for suspicion of fraud or dishonesty on  
the part of any of their employees, whether giving rise to a claim under this  
extension or not,

and the Company shall not be liable under this extension for any loss sustained in  
consequence of any act or omission after the date of such discovery on the part of the  
employee concerned.

3. In the event of a claim under this extension, the Assured shall give all necessary  
information and assistance to enable the Company to sue for and obtain  
reimbursement by the employee concerned or by his estate of any moneys paid or  
payable by the Company hereunder.

Any moneys which but for an employee's fraud or dishonesty would have been payable to him by the Assured, and any moneys of the employee in the hands of the Assured, shall be deducted from the amount otherwise payable under this extension.

4. This extension may be cancelled at any time by the Company giving ten days' notice of cancellation, calculated from the date such notice is posted, by registered letter, and in such event a pro rata return of premium shall be allowed in respect of the unexpired period of insurance.

#### **EXTENSION 5 - LOSS OF DOCUMENTS**

If an additional premium for this extension is specified in the Schedule, it is hereby agreed that if during the period specified in the Schedule the Assured shall discover that any Documents (as hereinafter defined), the property of or entrusted to the Firm named in the Schedule or their predecessors in business, which may now or hereafter be, or be supposed or believed to be, in the custody of the said Firm, or in the custody of any other person to or with whom such Documents have been entrusted, lodged or deposited by the said Firm in the ordinary course of business, have while within the limits of **Ghana** been destroyed or damaged, or lost or mislaid and after diligent search cannot be found, the Company will

1. indemnify the Assured against
  - (a) legal liability of whatsoever nature which the Assured may incur to any other person in consequence of such Documents having been so destroyed, damaged, lost or mislaid, and
  - (b) costs and expenses of whatsoever nature incurred by the Assured in replacing or restoring such Documents, and



2. in addition, pay the costs and expenses incurred with the written consent of the Company in the defence or settlement of any claim to establish liability as described in 1 (a) above, provided that, if a payment in excess of the amount of indemnity available under this Policy has to be made to dispose of a claim, the Company's liability for such costs and expenses shall be such proportion thereof as the amount of indemnity available under this Policy in respect of that claim bears to the amount paid to dispose of that claim.

### **DEFINITION**

In this extension, "Documents" means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments).

### **EXCLUSIONS**

This extension shall not indemnify the Assured against any liability, cost or expenses:-

- (a) for which the Assured are entitled to an indemnity under this Policy apart from this extension,
- (b) for which the Assured are entitled to any indemnity under any other Policy,
- (c) brought about or contributed to by any dishonest or fraudulent or criminal act or omission of the Assured or the predecessors in business of the said Firm or of any person at any time employed by the Assured or such predecessors in business,

- (d) directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### **CONDITIONS**

1. The sum insured under this Policy shall not be increased by reason of this extension.
2. The Assured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Company, who shall be entitled at any time to take over and conduct in the name of the Assured the defence or settlement of any claim.
3. The Assured shall as a condition precedent to their right to be indemnified under this extension give to the Company immediate notice in writing of any circumstance which is likely to give rise to a claim hereunder.
4. Any claim for costs and expenses incurred by the Assured in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Company with the approval of the Assured.