

Important notice: guide to notification procedures

- > Your policy is written on a 'claims made' basis. This means that it is the policy in force at the time the allegation and/or discovery is made that responds, not the policy that was in force when the alleged error or omission originally occurred.
- > You must notify your insurer of any claim and/or circumstance which may give rise to a claim **immediately and in no event no later than 14 days** after the allegation or discovery*. Failure to do so may result in Insurer(s) refusing indemnity for the claim and/or circumstance and may also result in the total withdrawal of cover afforded under the policy.

* No claim(s) and/or circumstance(s) can be notified under this policy after its natural expiry date, as detailed in the policy Schedule.

- > The distinction between a claim and a circumstance is extremely important as many insureds can readily identify and notify the former, but fail to recognise the later resulting in policy disputes with insurers. As a guide, a claim arises where there is clear indication from a third party that they hold you responsible for a particular problem and will look to you to make reparation for any losses suffered. A circumstance is far less obvious but basically arises when there is a dispute or disagreement with a client but where no actual allegation of negligence has been made.
- > As a general guide, if you are uncertain whether a matter constitutes as a claim or circumstance, avoid any risk and notify the matter immediately and let insurers decide whether a situation is deemed notifiable or not. This will avoid any potential coverage problems arising from late notification.
- > In the unfortunate event of you becoming aware of a claim or circumstance it is important that you adhere to the terms and conditions of the insurance contract in order to secure the full benefit of the policy and to avoid prejudicing your rights. The basic requirements are:

1. IMMEDIATELY NOTIFY ANY CLAIM OR CIRCUMSTANCE AS SOON AS YOU BECOME AWARE OF IT AND IN NO EVENT NO LATER THAN 14 DAYS AFTER FIRST AWARENESS.

2. ENSURE THAT NOTIFICATION IS MADE DURING THE PERIOD OF THE POLICY WHICH YOU BECAME AWARE OF THE CLAIM OR CIRCUMSTANCE.

3. DO NOT MAKE ANY ADMISSION OF LIABILITY TO ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT FROM YOUR INSURER.

4. DO NOT MAKE ANY OFFER OF SETTLEMENT, INCLUDING REIMBURSEMENT OF FEES, WITHOUT THE EXPRESS WRITTEN CONSENT FROM YOUR INSURER.

5. ONCE NOTIFICATION HAS BEEN MADE, ENSURE THAT YOU CO-OPERATE FULLY WITH INSURERS AND/OR THEIR REPRESENTATIVES.

- > Please note that your insurer reserves the right at all times to conduct the defence and/or settlement of any claim and/or circumstance as they, at their sole and absolute discretion, think fit. This will include, but is not limited to, the right to commit your Excess and to make admissions on behalf you and/or your firm.
- > Please read your policy document carefully to ensure that you understand the terms and conditions of the insurance contract and your obligations in the notification and handling of claim(s) and/or circumstance(s).
- > Notification of claims and circumstances should be made in the first instance to: