



Advocates Guard
Insurance



Bring on tomorrow

ABOUT US

AIG Kenya Insurance Company Ltd (AIG Kenya) is registered by Insurance Regulatory Authority (License No.IRA/01/050/01).AIG Kenya is a majority owned subsidiary of AIG Inc, and the minority shareholding is held by Commercial Bank of Africa. We are leaders in product innovation and claims settlement service as evidenced by our Claims settlement Awards.

We have been in operation in Kenya since 1972.

AdvocatesGuard Professional Indemnity Insurance - A Refresher Document

1. What is AdvocatesGuard Professional Indemnity Insurance policy?

The policy provides financial protection to Lawyers for loss caused by their negligent act, error or omission. It covers claimant's cost and Damages and Insured's defence costs.

2. Who should take the cover?

- A law firm who has been in legal practice for a period exceeding 2 years.
- If sole practitioner, a lawyer who has been in practice for more than 5 years.

3. What are the key extensions under the policy?

- Court Attendance extension.
- Extended reporting period.
- Loss of Documents.

4. What are the most common claim scenarios in Advocate Guard Professional Indemnity Policy?

- Breach of professional duty
- Fraud/theft of client money by law firm employees.
- Loss of Client's documents in the custody of law firm
- Defamation

TERMS AND CONDITIONS

Policy Period

The policy will run for twelve (12) months from inception date and renewable annually.

Territorial limits

Policy covers claims arising from anywhere in the world other than USA and Canada.

Retention

As indicated in the QuotePad/Application Form.

Retroactive Date

Policy inception date.

WHY SWITCH FROM CONVENTIONAL LAWYERS

PROFESSIONAL INDEMNITY TO AdvocatesGuard?

1. Policy Language is simplified
2. Coverage is much wider at competitive premium
3. Sales process is simplified by the short Quote Pad/Application
4. Premium and limits of liability are pre-determined and

client simply needs to choose the applicable option without referring to AIG for quotation.

5. The following covers are built into the policy at no additional premium

- a) Defamation. The policy pays all Damages resulting from any Claim for libel or slander committed unintentionally by the Insured.

- b) Fraud and Dishonesty

The policy will pay on behalf of any Insured, who is not the actual or alleged perpetrator, all Damages resulting from any Claim for Fraud/Dishonesty of any Employee for breach of professional duty which may be made against the insured by reason of any dishonesty, fraudulent, fraudulent, criminal or malicious act or omission of any employee. This Cover is subject to a Sublimit of Liability of Kshs 500,000.

- c) Defence Costs

The policy pays for Costs incurred in defending any Claim covered under this policy.

- d) Court Attendance

The policy pays the cost of defence for the following who may attend court as witness. The daily rates are sub limited as shown against each category:

- (i) for any principal, partner, or director Insured Kshs 25,000
- (ii) for any Employee Kshs 10,000

No Retention shall apply to this Extension.

- e) Extended Reporting Period

The policy gives the insured right to a period of 30 days after the date of policy cancellation or expiry to give notice of any claim covered under the policy. However, this extension shall not apply if policy is cancelled due to premium default.

- f) Loss Documents

The policy pays for the cost of replacing lost or restoring Third Party documents entrusted with the insured for safe custody.

KEY EXCLUSIONS BUILT INTO THE POLICY

Bodily Injury/Property Damage

The policy excludes any claim attributed to bodily injury or property Damage unless it is arising from actual or alleged failure to achieve required standard of care, diligence and expertise in performing professional services.

Known Claims

Known claims or pending litigations are not covered by the policy

Punitive and Exemplary Damages

The policy shall not pay for any cost relating to punitive and or exemplary damages

Economic Sanctions Exclusion

The policy will not cover any loss or claim arising in or where the insured or any beneficiary under the policy is a citizen or instrumentality of form.



Our Advocates

Any legal case different. Shouldn't there be insurance catering for our advocates? As a solution, we pioneered a policy which takes to protection of Lawyers for loss caused by their negligent act, error or omission. It covers claimant's cost and Damages and Insured's defence costs.

BRING ON CONVICTION