

SRA Indemnity Fund Rules

[/ Guidance, changes, terms, notes and tags](#)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?docId=103938999\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?docId=103938999)

For applications made before 1 October 2023 [read the archived Indemnity Rules 2012](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/indemnity-rules-2012-archived/1\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/indemnity-rules-2012-archived/1).

These rules govern the way that we operate the SRA Indemnity Fund.

Part 1: General provisions and interpretation

[Open all \[#\]](#)

[Rule 1: Authority](#)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=2129092395\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=2129092395)

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[Rule 2: Citation](#)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1561638920\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1561638920)

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[Rule 3: Definitions and interpretation](#)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=994185445\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=994185445)

3. The SRA Glossary shall apply and unless the context otherwise requires:
 1. all italicised terms shall be defined in accordance with the Glossary;
 2. terms shall be interpreted in accordance with the Glossary;
 3. a reference to a Rule is to a Rule forming part of these Rules, except in relation to Schedule 1 where a reference to a rule is



to a rule in the Solicitors' Indemnity Rules 1999;

4. the Schedule to these Rules forms part of these Rules; and
5. these Rules will be governed by and interpreted in accordance with English law.

Rule 4: Establishment and maintenance of fund

[<https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=426731970>]

4. The [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) shall maintain the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) in accordance with these Rules.
5. The purpose of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) is to provide indemnity against loss as mentioned in section 37 of the [SA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SA) as extended by section 9 of the [AJA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#AJA), Schedule 4 paragraph 1(3) of the European Communities (Lawyer's Practice) Regulations 2000 and section 89 of the Courts and Legal Services Act 1990 in the circumstances, to the extent and subject to the conditions and exclusions specified by the Solicitors' Indemnity Rules 1987 as the same have been and are in force and amended and applied from time to time and by any future Rules continuing, amending, adding to, applying or re-enacting such or other Rules to provide such indemnity in respect of annual [indemnity periods](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) (starting in 1987) unless and until otherwise determined by future Rules.
6. The [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) shall be maintained by [contributions](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions) previously made by or on behalf of [solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor), [recognised bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body), [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RELS) and [RFLs](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL) in respect of each [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) in accordance with Part III of the SRA Indemnity Rules 2011 (or any earlier corresponding provisions), and by any additional [contributions](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions) in accordance with Rule 16.



7. The [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] may maintain the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund], as a single continuous [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund], and any deficiency in respect of one [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period] may be met in whole or part from [contributions](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions] in respect of another [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period] or [indemnity periods](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period], and any balance in respect of one [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period] may be applied to the benefit of any other [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period] or [indemnity periods](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period].
8. The [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] shall be held, managed and administered in accordance with Part IV of these Rules by the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] for this purpose, or by such other [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] or [persons](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] as the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] may designate for such purpose.

Rule 5: Indemnity Periods before 1 September 1987

[<https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=2006762143>]

5. The policies taken out and maintained and the certificates issued by the [Society](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society] pursuant to the Solicitors' Indemnity Rules 1975 to 1986 shall continue to provide cover subject to and in accordance with their terms in respect of their respective periods up to and including 31 August 1987. They shall not provide cover in respect of any subsequent period.

Rule 6: Application of the Rules

[<https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1439308668>]

6. These Rules shall apply to a [practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice]



carried on by:

1. a sole [solicitor](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor>].;];
2. an [REL](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL>], practising as a [sole practitioner](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#sole-practitioner) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#sole-practitioner>].;];
3. a [recognised body](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body>].;];
4. a [partnership](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership>] consisting of one or more [solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor>] and/or [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL>] and/or [recognised bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body>] and/or [licensed bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body>].;];
5. a [partnership](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership>] consisting of one or more [solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor>] and/or [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL>], together with one or more [RFLs](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL>].;];
6. a [partnership](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership>] consisting of one or more [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL>] with or without one or more [RFLs](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL>], together with one or more [non-registered European lawyers](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#non-registered-European-lawyer) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#non-registered-European-lawyer>], practising from one or more offices in any state to which the [Establishment Directive](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Establishment-Directive) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Establishment-Directive>] applies, but outside England and Wales; and
7. a [licensed body](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body>] in respect of its [regulated activities](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#regulated-activity) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#regulated-activity>].;

Rule 7: Scope of indemnity



[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=871855193\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=871855193)

7. The following [persons](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person), namely:

1. [solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor), former [solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor), [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL), [persons](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) formerly practising [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL), [RFLs](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL) practising in [partnership](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) with [solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) or [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL), [persons](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) formerly practising as [RFLs](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL) in [partnership](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) with [solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) or [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL), [non - registered European lawyers](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#non-registered-European) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#non-registered-European\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#non-registered-European) practising in [partnership](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) with [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL), and [persons](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) formerly practising as [non - registered European lawyers](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#non-registered-European) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#non-registered-European\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#non-registered-European) in [partnership](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) with [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL);
2. employees and former employees of the above;
3. [recognised bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) and former [recognised bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body);
4. officers and employees and former officers and employees of [recognised bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) and former [recognised bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body)



[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body);

5. [licensed bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) and former [licensed bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) in respect of their [regulated activities](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#regulated-activity) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#regulated-activity\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#regulated-activity); and
6. [regulated persons](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#regulated-person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#regulated-person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#regulated-person), including officers and employees and former officers and employees of [licensed bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body),

shall be provided with indemnity out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) against loss arising from [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) in respect of civil liability incurred in [private legal practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#private-legal-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#private-legal-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#private-legal-practice) in their aforesaid capacities or former capacities in the manner set out in Rule 10 and in the circumstances, to the extent and subject to the conditions and exclusions set out in Part II of these Rules and not otherwise.

Part 2: Indemnity cover

[Open all \[#\]](#)

[Rule 8: Indemnity](#)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1316978416\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1316978416)

Indemnity for ceased practices

8. Any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) of a [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) which ceased on or before 31 August 2000 who has at any time been either:
 1. an assured as a result of the issue of a certificate under one or more of the [master policies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy), or



2. a [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] entitled to be indemnified by virtue of the issue of a receipt under the Solicitors' Indemnity Rules 1987-1990 or a payment of Contribution and Value Added Tax thereon as stated in the Solicitors' Indemnity Rules 1991-1999,

and who is not, at the time during the [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period] when a [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] is first made or intimated against him or her or when circumstances which might give rise to such a [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] are first notified in the [prescribed](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#prescribed) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#prescribed] form by him or her to the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA], [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] entitled or required to be indemnified in respect of [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] arising from that [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice] by a policy of [qualifying insurance](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#qualifying-insurance) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#qualifying-insurance] or otherwise under the [SIIR](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SIIR) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SIIR],

and the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice]

shall be entitled to indemnity out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] in the manner, to the extent and subject to the conditions and exclusions set out in these Rules against:

3. all loss (including liability for third party claimants' costs) incurred by the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice] or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member] thereof at any time arising directly from:
 1. any [claim\(s\)](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] first made or intimated against the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice] or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member] thereof during the [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period] in respect of any description of civil liability whatsoever which may have been incurred in [private legal practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#private-legal-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#private-legal-practice] by the [previous](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous)



[practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>]. or by a [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member>] as a [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member>] of such [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>].;

2. any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim>] in respect of any such description of civil liability as aforesaid, made or intimated against the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>] or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member>] thereof, whether during or subsequent to the [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period>] arising out of circumstances notified in the [prescribed](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#prescribed) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#prescribed>] form to the SRA during the [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period>] as circumstances which might give rise to such a [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim>]; and

4. all costs and expenses incurred with the consent of the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA>] (such consent not to be unreasonably withheld) in the defence or settlement or compromise of any such [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim>] as aforesaid.

Eligible former principals

8. Rule 8.1 shall apply in addition in respect of any [principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal>] of a [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>] that is an [eligible former principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#eligible-former-principal) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#eligible-former-principal>].

9. In respect of any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim>] referred to in Rule 8.2 made by an [eligible former principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#eligible-former-principal) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#eligible-former-principal>], the extent of the indemnity (if any) to be provided by the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA>] shall be limited to an amount equal to the lesser of:



1. the Due Proportion of the Deductible (excluding any Penalty Deductible) in respect of the [eligible former principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#eligible-former-principal) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#eligible-former-principal] that would have been disregarded by the SRA in relation to the [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] had it been made under the Solicitors' Indemnity Rules 1999; and
 2. such amount if any which the [relevant successor practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-successor-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-successor-practice] is entitled to and seeks to recover from the [eligible former principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#eligible-former-principal) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#eligible-former-principal] in relation to the [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim].
10. For the purposes of Rule 8.3, "Due Proportion", "Deductible" and "Penalty Deductible" shall have the meanings respectively given to them by the Solicitors' Indemnity Rules 1999, as set out in Schedule 1 to these Rules.

Expired run-off claims

8. Any firm or [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] shall be entitled to indemnity out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] in the manner, to the extent and subject to the conditions and exclusions set out in this Rule 8.5, in relation to an [expired run-off claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim], provided that:
 1. such [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] is first notified to the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] in the [prescribed](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#prescribed) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#prescribed] form at any time since 1 September 2007; and
 2. there is no [preceding qualifying insurance](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance] which provides cover for such claim; and
 3. such [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] does not relate to or arise out of any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] first made against an [insured](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured] or [circumstances](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#circumstances) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#circumstances] first notified to the provider of such [preceding qualifying insurance](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance)



[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance)., in either case at a time when such **preceding qualifying insurance** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance) was required to provide cover in respect thereof; and

4. such **person** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) was an **insured** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured) under the relevant **preceding qualifying insurance** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance)..

Notwithstanding any other provision of these Rules:

4. the obligations of the **Indemnity Fund** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) and/or any **insured** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured) in respect of an **expired run-off claim** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim) shall be in accordance with, and limited to, the **expired run-off cover** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-cover\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-cover); and
5. any obligation owed by any **insured** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured) under the **preceding qualifying insurance** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance) to the qualifying insurer which issued such insurance shall be deemed to be owed to the **SRA** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) in place of such qualifying insurer, unless and to the extent that the **SRA** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) in its absolute discretion otherwise agrees.

Rule 9: Exclusions from cover

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=749524941\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=749524941)

9. The **Indemnity Fund** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) shall not afford any indemnity in respect of any loss arising out of any **claim** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) :
 1. for death, bodily injury, physical loss or physical damage to property of any kind whatsoever (other than property in the care, custody and control of the **previous practice** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or **member** [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member)



[regulations/glossary/#member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member)] thereof in connection with its, his or her [private legal practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#private-legal-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#private-legal-practice>] for which it, he or she is responsible, not being property occupied or used by it, him or her for the purposes of the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>].);

2. for any alleged breach or other relief in respect of any [partnership](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership>] or [partnership](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#partnership>] agreement between the [principals](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal>] in the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>] or between any [principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal>] therein and any other [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person>] as [principals](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal>] in any other [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>].;
3. for wrongful dismissal or termination of articles of clerkship or training contract or any other alleged breach or any other relief by either party in respect of any contract of employment by the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>] or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member>] thereof; and/or for wrongful termination or any other alleged breach or any other relief by either party in respect of any contract for supply to or use by the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>] or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member>] thereof of services and/or materials and/or equipment and/or other goods;
4. for the payment of a trading debt incurred by the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>] or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member>] thereof;
5. in respect of any [undertaking](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#undertaking) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#undertaking>] given by any [principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal>] in the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice>] or by a [recognised body](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body>] or [licensed body](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body>].



[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) or on his, her or its behalf (whether in his, her or its own name or in the name of the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice).) to any [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) in connection with the provision of finance, property, assistance or other advantage whatsoever to or for the benefit of such [principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) or any other [principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) or of his or her or any other [principal's](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) spouse or children or of such [recognised body](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) or [licensed body](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) or of any business, firm, company, enterprise, association or venture owned or controlled by him, her or it or any other [principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) or in a beneficial capacity whether alone or in concert with others, EXCEPT to the extent that the [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) seeking indemnity shall establish that he, she or it was unaware that the [undertaking](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#undertaking) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#undertaking\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#undertaking) was or was likely to be connected with the provision of any such finance, property, assistance or other advantage;

6. in respect of any dishonest or fraudulent act or omission, but nothing in this exclusion shall prevent any particular [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) of the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) who was not concerned in such dishonesty or fraud being indemnified in accordance with these Rules in respect of any loss arising out of any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) in respect of any dishonest or fraudulent act or omission by any other such [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member);
7. in respect of any liability incurred in connection with an [overseas practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#overseas-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#overseas-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#overseas-practice). In relation to a [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) having any [overseas](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#overseas) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#overseas\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#overseas) offices deemed by paragraph (ii) of the definition of [separate practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#separate-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#separate-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#separate-practice) in Rule 3.1 to form a [separate](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#separate-practice)



[practice \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#separate-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#separate-practice), a liability shall be deemed to have been incurred in connection with the office where or from which the major part of the work out of which the loss arose in respect of which indemnity is sought was being done. In the event of doubt as to which (if any) office satisfies this requirement, the liability shall be deemed to have been incurred in connection with the office to which the [person \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) who accepted the initial instructions was most closely connected;

8. in respect of any liability incurred in connection with a [previous practice \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) in relation to which the obligation to pay [contribution \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions) has been exempted under Rule 27 of the Solicitors' Indemnity Rules 2006 (or any earlier corresponding Rule);
9. arising out of any circumstances or occurrences which have been notified under the [master policy \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy) or any certificate issued under the [master policy \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy) or any other insurance existing prior to 1 September 1987;
10. in respect of any adjustment by way of claims loading or loss of discount which may at any future date or in respect of any future period be made by reference to any [claim \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) or [claims \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) first made or intimated during any [indemnity period \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period);
11. in respect of any liability incurred by any [person \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) in his, her or its capacity as a shareholder or beneficial owner of a share in a body corporate that is either a [recognised body \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#recognised-body) or [licensed body \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) notwithstanding the definition of [principal \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) in Rule 3.1;
12. in respect of any act or omission on the part of any [principal \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) whilst acting on behalf of the [previous practice \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice)



[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof in connection with any matter affecting the business of the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) provided that at the time of such act or omission such [principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) was a [principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) in the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice);

13. where the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof is entitled to indemnity under any insurance except in respect of any amount greater than the amount which would have been payable under such insurance in the absence of the indemnity provided by the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund).

10. For the avoidance of doubt, any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) or [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) by any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) or former [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) of any [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) against any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) or former [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) of any such [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) for the payment of the whole or any part of the deductible paid or due in respect of a [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) already notified or made under these Rules or any previous Rules is not a loss arising within the meaning of Rule 8 and shall in no event be recoverable hereunder.

11. The exclusions set out in this Rule 9 shall not apply in relation to an [expired run-off claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim), in respect of which the provisions of Rule 8.5 shall apply.

Rule 10: Manner of indemnity

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=182071466\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=182071466)



10. Such indemnity shall be provided, according to the decision of the SRA as set out in Rule 10.2, in any one or any combination of the following ways:
 1. by payment, in or towards satisfaction of the [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) and/or [claimant's](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant) costs and expenses, to or to the order of the claimant making the claim;
 2. by payment, in respect of the [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) and/or [claimant's](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant) costs and expenses and/or costs and expenses incurred in respect of the defence or settlement or compromise of the [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim), to or to the order of the [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) against whom the [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) is made;
 3. by payment, in or towards discharge of costs and expenses incurred in respect of the defence or settlement or compromise of the [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim), to or to the order of the legal advisers, adjusters or other persons by whom or in respect of whose services such costs and expenses were incurred;
 4. by payment to any firm or [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) in relation to an [expired run-off claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim) who was an [insured](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#insured) under the relevant [preceding qualifying insurance](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#preceding-qualifying-insurance).
11. The [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) shall in any particular case, and notwithstanding the insolvency or bankruptcy of any [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) for whom indemnity is provided, have the sole and absolute right to decide in which way or combination of ways indemnity is provided.

Rule 11: Source of indemnity

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1762101639\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1762101639)

11. Any such indemnity shall be provided and any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim)



thereto shall lie and be made exclusively out of and against the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund].

12. The [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] shall have no obligation to provide indemnity save to the extent that the same can be provided out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund].
13. In no circumstances shall any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] to indemnity lie or be made against the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] or the [Society](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society] or the [Council](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Council) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Council] or the Legal Services Board.
14. Save as provided in Rule 21, the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] shall be available exclusively for the purpose specified in Rule 4.2.
15. In no circumstances shall the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] or any part thereof be available or be treated by any [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] as available (whether by virtue of any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim], attachment, execution or proceeding or otherwise howsoever) for or in connection with any other purpose.

[Rule 12: Maximum liability of the Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1194648164)

[<https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1194648164>]

12. The liability of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] as stated in Rule 8.1(c) shall in no event exceed in respect of each such [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] the indemnity limit for the [relevant indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period].
13. All [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] arising from the same act or omission (whether or not made or intimated or arising out of circumstances notified during the same [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period]).



[<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period>] and whether or not involving the same or any number of different [practices](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice] or [previous practices](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice] and/or [members](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member] of such [practices](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice] or [previous practices](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice].) shall be regarded as one [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim].

14. If a payment exceeding the indemnity limit is made to dispose of any such [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] (or, in circumstances within Rule 12.2, [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim]) for loss (including [claimants'](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant] costs) such as stated in Rule 8.1(c), then any liability of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund] for costs and expenses under Rule 8.1(d) shall be limited to such proportion of such costs and expenses as the indemnity limit bears to the amount of the payment so made.
15. The provisions of this Rule 12 shall not apply in relation to an [expired run-off claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim], in respect of which the provisions of Rule 8.5 shall apply.

Rule 13: Indemnity limit

[<https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=627194689>]

13. Save in relation to an [expired run-off claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim-2012) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim-2012], in respect of which the provisions of Rule 8.5 shall apply, the indemnity limit shall be £1,000,000 each and every [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] (including [claimants'](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant] costs).

Rule 14: Conditions

[<https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=59741214>]

14. The [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice] and each [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member]



thereof shall procure that notice to the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] shall be given in writing as soon as practicable of:

1. any [claim\(s\)](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] the subject of Rule 8 made or intimated during the [relevant indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period] against it, him or her of any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] for or likely to be for more than £500; or
 2. the receipt by it, him or her of notice of any intention to make any such [claim\(s\)](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim].
15. The [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice] and any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member] thereof may also give notice in writing to the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] of any circumstances of which it, he or she shall become aware which may (whether during or after the [relevant indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period].) give rise to any such [claim\(s\)](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim].
16. Any notice given under Rule 14.2, will be effective only if, at the date when such notice was given, the circumstances known to and notified by the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice] and/or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member] thereof, represent sufficient ground for a genuine and reasonable supposition on the part of the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice] or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member] that those circumstances may give rise to a [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] the subject of indemnity under Rule 8.
17. If notice is given to the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] under Rule 14.1(b) or 12.2, any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] subsequently made (whether during or after the [relevant indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#relevant-indemnity-period].) pursuant to such an intention to [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] or arising from circumstances so notified shall be deemed to have been made at the date when such notice was given.



18. The [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) and each [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof shall not admit liability for, or settle, any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) falling within Rule 8 or incur any costs or expenses in connection therewith without the prior consent of the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) (such consent not to be unreasonably withheld).
19. Subject to Rule 14.7:
 1. the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) and each [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof shall procure that the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) shall be entitled at the [Indemnity Fund's](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) own expense at any time to take over the conduct in the name of the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) of the defence or settlement of any such claim, including any claim in respect of which the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) may become entitled to partial indemnity under any insurance with any insurers; and
 2. The [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) may after taking over the defence or settlement of any such claim conduct the same as it may in its absolute discretion think fit notwithstanding any dispute or difference, whether or not referred to arbitration under Rule 15, which may exist or arise between it and the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member).
20. No [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof shall be required to contest any legal proceedings unless a King's Counsel (to be mutually agreed upon or failing agreement to be appointed by [authorised decision maker](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#authorised-decision-maker).) shall advise that such proceedings should be contested.



21. Without prejudice to Rules 14.5, 14.6 and 14.7, the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) and each [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof shall keep the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) informed in writing at all times, whether or not the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) shall specifically so request, as to the development and handling of any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim),
[intimated claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim), notice or circumstances the subject of or arising subsequent to any notice given to the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) under Rule 14.1 or 14.2; and shall consult and co-operate with the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) in relation thereto as the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) may request, whether or not the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) shall take over the conduct thereof.
22. The [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) waives any rights of subrogation against any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) of the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) save where those rights arise in connection with
1. a dishonest or criminal act by that [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) ; or
 2. the provision of indemnity under the exception to Rule 9.1(e); or
 3. a [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) to indemnity in circumstances where that [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) has received a net benefit to which he or she was not entitled as a consequence of another [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) being provided with indemnity out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund);
- and save as otherwise expressly provided in these Rules.
23. If the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof shall prefer any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim)



[regulations/glossary/#claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim)] to indemnity out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund) knowing the same to be false or fraudulent as regards amount or otherwise, it, he or she shall forfeit any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) to any such indemnity in respect of any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) or future [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) against the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) to which the false or fraudulent [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) to indemnity out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund) may have related or relate.

24. Where there has been a failure to pay any instalment of any [contribution](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions) due or any Value Added Tax payable in accordance with the Solicitors' Indemnity Rules 1987 to 2007 or the SRA Indemnity Rules 2011 or 2012 and a [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) has been made or intimated against the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof in respect of which such [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) would otherwise have been entitled to be provided with indemnity, the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) shall provide such indemnity by payment (up to the indemnity limit) in or towards satisfying, or enabling the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) concerned to satisfy, the [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) and [claimants'](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant) costs and such [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) shall thereafter upon request reimburse to the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) on behalf of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) the whole or such part as the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) may request of any payment so made and of any costs and expenses incurred in its defence, settlement or compromise, and each [principal](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#principal)



[regulations/glossary/#principal](#)] therein shall be jointly and severally responsible to the [SRA \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](#) for such reimbursement accordingly. Provided always that the [SRA \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](#) shall require such reimbursement only to the extent of (a) any increase which in its opinion may have occurred in the total payable out of the [Indemnity Fund \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](#) (including costs and expenses) as a result of such failure, together with (b) such amount as may be necessary to satisfy any unpaid [contribution \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions\]](#) and Value Added Tax and interest thereon at the rate of 4% above Barclays Bank base rate with quarterly rests or at such other rate as prescribed by the SRA from time to time.

25. Where non-compliance with any provision of these Rules by any [previous practice \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](#) or any [member \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](#) thereof claiming to be entitled to indemnity out of the [Indemnity Fund \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](#) has resulted in prejudice to the handling or settlement of any [claim \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](#) in respect of which such [previous practice \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](#) or [member \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](#) is entitled to indemnity hereunder, such [previous practice \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](#) or [member \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](#) shall reimburse to the [SRA \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](#) on behalf of the [Indemnity Fund \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](#) the difference between the sum payable out of the [Indemnity Fund \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](#) in respect of that [claim \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](#) and the sum which would have been payable in the absence of such prejudice. Provided always that it shall be a condition precedent of the right of the [Indemnity Fund \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](#) to such reimbursement that it shall first have provided full indemnity for such [previous practice \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](#) or [member \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](#) by payment (up to the indemnity limit) in or towards satisfying, or enabling such [previous practice \[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](#)



[practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member)] or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) to satisfy, the [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) and [claimants'](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claimant) costs in accordance with the terms hereof.

26. In respect of any loss arising from any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) or [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) as described by Rule 6.1(c) arising out of any dishonest or fraudulent act or omission of any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) of the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice), the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) shall nonetheless be available to afford indemnity in accordance with these Rules to the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) and any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof, other than and excluding in each case the particular [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) concerned in such dishonesty or fraud. Provided always that at the request of the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA), the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) being indemnified shall:
1. take or procure to be taken at the [Indemnity Fund's](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) expense all reasonable steps to obtain reimbursement for the benefit of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) from or from the personal representatives of any such [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) concerned in such dishonesty or fraud, and
 2. procure that any reimbursement so obtained together with any monies which but for such fraud or dishonesty would be due to such [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) concerned in such dishonesty or fraud shall be paid to the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) up to but not exceeding the amounts paid by the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) in



respect of such [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) together with any expenditure reasonably incurred by the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) in obtaining such reimbursement.

27. In the event of indemnity being afforded under the exception to Rule 9.1(e), the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) being indemnified shall take or procure to be taken at the [Indemnity Fund's](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) expense all reasonable steps to obtain reimbursement for the benefit of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) from any [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) to whom any benefit arising from the giving of any undertaking accrues in the circumstances set out in Rule 9.1(e). Provided always that such reimbursement shall not exceed:

1. the amount paid by the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) by way of indemnity together with any expenditure reasonably incurred by the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) in obtaining such reimbursement, or
2. the amount of any benefit accruing to such [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person),

whichever is the lesser.

28. In respect of any claim to indemnity, the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) may appoint [panel solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#panel-solicitors) to act on its behalf and on behalf of the [previous practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or any [member](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof, and [panel solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#panel-solicitors) shall:

1. act at the sole direction of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund)



[regulations/glossary/#Indemnity-Fund](#)
[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund)
for any purpose falling within the scope of these Rules,
including acting on the Court record for the [previous practice](#)
[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or any [member](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member) thereof, and

2. disclose to the [SRA](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) as required any statement or information given to or which becomes known to [panel solicitors](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#panel-solicitors\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#panel-solicitors) in the course of so acting, and such disclosure shall be treated as having been made directly to the [SRA](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) by the [previous practice](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#previous-practice) or [member](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#member)

29. The provisions of this Rule 14 shall not apply in relation to an [expired run-off claim](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#expired-run-off-claim), in respect of which the provisions of Rule 8.5 shall apply.

Rule 15: Arbitration

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1639771387\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1639771387)

15. If a dispute arises between:

1. a [person](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) who seeks indemnity from the [Indemnity Fund](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) in accordance with these Rules, and
2. the [SRA](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA)

concerning any [claim](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) or the quantum of any [claim](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) that is the subject of the indemnity being sought from the [Indemnity Fund](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) by the [person](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person), the [person](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) and the [SRA](#) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) shall endeavour to resolve the dispute amicably. If, however, the dispute



remains unresolved within [thirty (30) days] of that dispute first arising, the dispute shall be referred to a sole arbitrator for determination, whose decision shall be final and binding on the [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] and the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA]. The [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] and the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] shall endeavour to agree to a suitable arbitrator. In the event the [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] and the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] cannot agree a choice of arbitrator, the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] shall invite the President of the Chartered Institute of Arbitrators to appoint an arbitrator to make a final determination on the dispute.

Part 3: Contributions

[Open all \[#\]](#)

Rule 16: Power to require contributions

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=2084894610\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=2084894610)

16. [Solicitors](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor], [RELS](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#REL], [RFLs](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#RFL], recognised bodies and [licensed bodies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#licensed-body] must make contributions to the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] in such amounts and at such times as may be [prescribed](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#prescribed) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#prescribed].
17. Deleted
18. The [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] may at any time, to the extent that it is reasonably practicable for it to do so, recalculate any [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] adjustment applicable to any [practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice] under the Solicitors' Indemnity Rules 2012 (or any earlier corresponding Rules) as a result of the receipt by the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] of any sum from any third party relating to any indemnity provided to that [practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice].



[regulations/glossary/#practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice)] out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] under these Rules or any earlier corresponding Rules, after deduction of the reasonable costs and expenses incurred by the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA].

19. The [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] shall not be entitled, at any time after 30 September 2008, to require any [practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice] to make any [contribution](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions] under the Solicitors' Indemnity Rules 2006 (or any earlier corresponding Rules) which would otherwise be payable by reason of an inaccuracy in calculation, unless that inaccuracy is attributable to a failure to provide information or to a material inaccuracy in information provided by or on behalf of that [practice](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#practice] under Part III of the Solicitors' Indemnity Rules 2006 (or any earlier corresponding Rules).
20. The [SRA's](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] decision shall be final and binding on all affected on any question arising as to:
 1. any obligation to make a [contribution](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions]; or
 2. any sum due to any [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person] out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund];

under this Rule 16.

Part 4: Management and administration of the Indemnity Fund

[Open all \[#\]](#)

[Rule 17: Powers of the SRA](#)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=382534185\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=382534185)

17. The [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] shall hold, and have full power to manage and administer, the



[Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund], subject only to:

1. such directions, conditions and/or requirements as the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] may from time to time issue to or impose upon it expressly pursuant to this provision, and/or
 2. such further detailed arrangements as the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society] may from time to time agree with it.
18. Without limiting the generality of Rule 17.1, the management and administration of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] shall include power to:
1. collect and recover [contributions](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#contributions] due to the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund] in accordance with these Rules;
 2. deposit or invest in such manner as the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] may determine all or any part of the [fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund], including any interest, dividends, profits, gains or other assets accruing to or acquired by the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund];
 3. arrange such insurances as the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA] may determine in respect of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund] and/or its assets and/or the [Indemnity Fund's](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund] liability under these Rules to afford indemnity in respect of [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] and costs and expenses; and to handle all aspects of any such insurances, including the payment of premiums thereon out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund]



and the making and recovery of [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) thereunder;

4. receive, investigate and handle [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) to indemnity and other notices prescribed to be given to the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) by these Rules, including settlement and compromise and making of ex gratia payments out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) in respect thereof and conduct of any dispute or difference referred to arbitration under Rule 15;
5. receive, investigate and handle any [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) made or intimated against any [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person) in respect of which they are or may be entitled to be provided with indemnity out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund) (whether or not a [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) to indemnity hereunder has been made) and/or in respect of which the conduct is by these Rules assigned to the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA), including settlement and compromise and making of ex gratia payments and conduct of any proceedings arising in respect of such [claim](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim);
6. claim and recover reimbursement in respect of any sums paid by way of indemnity in any circumstances in which such reimbursement may under these Rules be claimed;
7. exercise any right of subrogation save where such rights are waived in accordance with these Rules;
8. maintain full and proper records and statistics as to the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund) and all aspects of its management and administration;
9. engage the assistance of any third party in respect of all or any aspect(s) of the management and administration of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund);



10. delegate to any third party all or any aspect(s) of the management and administration of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund>] [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund>];
11. institute and/or conduct such proceedings as it may consider necessary or appropriate for the due management and administration of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund>] in its own name or (subject to prior consent of the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA>]) in the name of the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA>];
12. disburse and/or reimburse out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund>] [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund>] all administrative and legal and other costs, overheads, fees and other expenses and liabilities incurred in respect of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund>], including without prejudice to the generality of the foregoing any such costs, overheads, fees and other expenses and liabilities incurred by the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA>] in respect of the establishment or maintenance, or the management, administration or protection, of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund>];
13. disburse and/or reimburse out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund>] payments for any educational, charitable or other useful purpose which in its opinion is likely directly or indirectly to lead to the reduction or prevention of [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim>] on the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund>] [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund>] or otherwise to further the purpose or interests of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund>];
14. disburse and/or reimburse out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund>] the costs, fees and expenses of the handling after 31 August 1987 of [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim>] and potential [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [<https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim>] against assureds notified under the



[master policies](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy] and [master policy](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#master-policy] certificates;

15. effect out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund] or by arrangement with third parties the funding pending reimbursement by master policy insurers of such [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] and potential [claims](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim] and to bear out of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund] [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Fund] the costs, fees and expenses incurred thereby.

Rule 18: Use of information

[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1962564358]

18. Deleted

Rule 19: Waivers

[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1395110883]

19. Deleted

Rule 20: Decisions by the Society

[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=827657408]

20. The [Society](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society-2012) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society-2012] shall have power to treat any [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person-2012) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person-2012] as complying with any provision of these Rules for the purposes of the [SA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SA-2012) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SA-2012] notwithstanding that the [person](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person-2012) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#person-2012] has failed to comply with any provision of these Rules where such non-compliance is regarded by the [Society](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society-2012) [https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society-2012] in a particular case or cases as being insignificant.



Part 5: Maintenance and termination of the fund

[Open all \[#\]](#)

Rule 21: Maintenance and termination of the fund

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1272780631\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/indemnity-fund-rules/?contentId=1272780631)

21. The [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) shall continue to be held, managed and administered by the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) for so long as and to the extent that the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) may consider necessary or appropriate for the purpose of providing indemnity in respect of any [claim\(s\)](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim) made or intimated during any [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) and/or during or subsequent to any [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) arising out of circumstances notified during any [indemnity period](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#indemnity-period) as circumstances which might give rise to such [claim\(s\)](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#claim).
22. As and when the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) no longer considers it necessary or appropriate that all or any part of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) should be so held, managed and administered, the SRA may apply all or any part of the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) not so required, to the extent the [SRA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SRA) considers it reasonably practicable, for the purpose of providing indemnity in any other way permitted by section 37(2) of the [SA](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#SA) and where some or all of the Indemnity Fund will not be used to provide such indemnity the [Indemnity Fund](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Indemnity-Fund) shall be released to the [Society](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society) for the overall benefit of the [solicitors'](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#solicitor) profession in such manner as the [Society](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society)

[\[https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society\]](https://upgrade.sra.org.uk/solicitors/standards-regulations/glossary/#Society) may decide.

Supplemental notes

Made by the SRA Board on 31 January 2023.

Made under sections 31 and 37 of the Solicitors Act 1974, section 9 of the Administration of Justice Act 1985, and section 83 of, and paragraph 19 of Schedule 11 to, the Legal Services Act 2007.

SRA Indemnity Fund Rules

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Guidance (1) []

Tags

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Guidance: To help you understand key changes introduced by the Insurance Distribution Directive (IDD).

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