Excess Professional Indemnity Insurance

Policy

Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included in the Claims Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as reasonably possible. Further guidance is contained in the policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to:

Email: profin.claims@intactinsurance.co.uk
Tel: 01403 232 308

For your protection, telephone calls may be recorded or monitored.

This Policy is a contract between the Insured and the Insurer

This Policy the Schedule (including any issued in substitution) and any Endorsements should be read as if they are one document

The Insurer's acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

The Insurer will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

Contents

Excess Professional Indemnity Insurance

Terms and Conditions

THIS POLICY COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND NOTIFIED TO THE INSURER DURING THE PERIOD OF INSURANCE. PLEASE READ THE POLICY WORDING CAREFULLY.

Definitions

For the purpose of Excess Professional Indemnity Insurance

1 **Asbestos** means
crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

2 **Asbestos Containing Materials** means
any material containing Asbestos or Asbestos Dust

3 **Asbestos Dust** means
fibres or particles of Asbestos

4 **Asbestos Risks** means
A) the presence of Asbestos Dust or Asbestos Containing Materials
B) the release of Asbestos Dust
C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials

5 **Insured** means
the Insured as named in the Schedule

6 **Insurer** means
Intact Insurance UK Limited (No. 00093792) 22 Bishopsgate, London, EC2N 4BQ

7 **North America** means
the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof

8 **North American Claim** means
each and every claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply

9 **Policy** means
collectively the Terms and Conditions of this policy wording the Schedule (including any issued in substitution) and any Endorsements attaching thereto

10 **Primary Policy** means
the policy identified as such in the Schedule or by way of endorsement

11 **Schedule** means
the Schedule attached to this Policy

12 **Terrorism** means
an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government whether legally established or not

13 **Underlying Excess Policy** means
any Policy in excess of the primary and underlying of this Excess Policy as may be listed within the Schedule or by way of endorsement

14 **War Risks** means
war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Insuring Clause

The Insurer will indemnify the Insured in the terms of the Primary Policy (except as stated herein to the contrary) in respect of claims made against the Insured and notified to the Insurer during the Period of Insurance provided that the indemnity granted under the Primary Policy and any Underlying Excess Policy is to be paid in full

Limit of Indemnity

1 Limit of Indemnity

The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule

2 Adjustment

Where as part of any agreement to pay any claim as applicable under the Primary Policy or any Underlying Excess Policy the Primary or Underlying Excess Insurers agree to an amount which is less than the applicable Limit of Indemnity thereunder on terms that such payment shall be treated as equivalent to payment in full of such Limit of Indemnity then the Insurer will pay claims under this Policy as if such Primary and Underlying Excess Insurer had paid the applicable Limit of Indemnity in full

However in such circumstances the Primary and or Underlying Excess Insurer shall pay claims only in the event that the Insured pays or agrees to pay an amount or accepts a shortfall in payment equal to the remaining limit of indemnity that was not paid by the Primary and or Underlying Excess Insurers under the subsequent policies and pursuant to an agreement as above

The Insurer will not be liable to a greater extent or at a lower attachment point than if such agreement or payments had been made

3 Sub-Limits

Any claim which is covered under the Primary or Underlying Excess Policies in respect of matters not covered under this Policy will erode the sub-Limits and the Underlying Limit of Indemnity

Where a particular type of cover under the Primary Policy is subject to a sub-limit either

(a) if there is no corresponding Sub-limit then that type of cover is not provided hereunder but the Insurers shall recognise any erosion of the relevant sub-limit as eroding the Underlying Limit of Indemnity

(b) where there is a corresponding sub-limit then the Insurers' liability under this Policy for the same type of cover shall be limited to the corresponding sub-limit

Sub-limits are included within and payments of any amount up to a sub-limit shall erode the Limit of Indemnity

4 One Insured

Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Policy shall not exceed the Limit of Indemnity

Exclusions

1 Asbestos, War Risks and Terrorism

The Insurer shall not be liable in respect of

A) any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

B) any claim arising directly or indirectly out of War Risks or Terrorism

2 North American Jurisdiction and Operations

To the extent where any claim exceeds the limit of indemnity under the Primary Policy and any Underlying Excess Policy the Insurer shall not be liable for

A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and defence costs connected with or arising out of any North American Claim

B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and defence costs connected with or arising out of any North American Claim

C) the operations of the Insured or any principal partner member director employee agent branch subsidiary or parent company of the Insured in North America

General Conditions

1 Primary and Underlying Excess Policy to be kept in Force

The Insured shall keep in force during the Period of Insurance the Primary and any Underlying Excess Policy except as regards any reduction in the limit of indemnity thereunder due to claims

2 Insolvency Bankruptcy or Liquidation

In the event of the insolvency bankruptcy or liquidation of one or more of the Primary or Underlying Excess Insurers then the Insurer shall not be liable for the proportion of the Limit of Indemnity held by said Primary or Underlying Excess Insurer(s)

3 No Alteration

No alteration for which the Insurers under the Primary Policy or any Underlying Excess Policy require an additional premium or require the Insured to bear a part of any claim by way of an excess or co-insurance shall extend the scope of this Policy without the written consent of the Insurer

4 Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this Excess Professional Indemnity Insurance contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this Excess Professional Indemnity Insurance contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

5 Cancellation of the Insured's Fixed Sum Loan Agreement

Where the Insurer has agreed to the Insured paying their premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule the Insurer reserves the right to terminate the Policy and the Insured will no longer be insured by the Insurer The Insurer may also take further action to pursue any outstanding debt

If the Insured's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 then this shall be deemed to be a linked loan agreement In the event that there is a default in the instalments due under the payment schedule the Insurer reserve the right to also terminate that linked loan agreement

6 Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation

7 Insurance Act 2015

in respect of any

A) duty of disclosure

B) effect of warranties

C) effect of acts of fraud

The rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015

Claims Conditions

1 Claims Adjustment

Any amount recovered or received after payment of a claim under this Policy shall be treated as if recovered or received prior to settlement of the claim which shall then be adjusted between the Insurer the Insurers of any Underlying Excess Policy the Insurers under the Primary Policy and the Insured

2 Claims Notification

Any claim made against the Insured or any circumstances of which the Insured becomes aware during the Period of Insurance which might reasonably be expected to produce a claim against the Insured irrespective of the Insured's views as to the validity of such claim shall be notified immediately in writing to the Insurer and no later than ten working days after the expiry of the Period of Insurance Any claim arising from such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At Intact Insurance we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary.

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims number on the Claim Notification page of this policy wording.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post:
Intact Insurance
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: **customerrelations@intactinsurance.co.uk**

If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 0234567 (free from mobile phones and landlines)
0300 1239123 (costs no more than calls to 01 or 02 numbers)

Email: **complaint.info@financial-ombudsman.org.uk**
Website: **www.financial-ombudsman.org.uk**

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Your Personal Information

Data privacy is important to Us and We are committed to ensuring that personal data is protected. Our Privacy Notice details how we collect, use, share, and protect personal data. This can be found by going to Our website www.intactinsurance.co.uk/privacy-notice/. If You have any questions or comments about this Privacy or would like a printed copy of the full notice (a large text version is available), please contact:

Intact Insurance
Data Protection Officer
P O Box 255
Wymondham
NR18 8DP

You may also email us at privacy@intactinsurance.co.uk.

We obtain Your personal data and that of any joint policyholders or other parties who may be covered by Your Policy from You or those individuals themselves, Your insurance broker if You have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- manage Your application, quotation and/or Policy;
- process claims;
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet Our legal and regulatory requirements.

We will always keep personal data confidential. However it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, We may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist Us in the administration of Your application, quotation and/or policy or help Us to process any claims; and
- government agencies, regulators, auditors, reinsurers and fraud prevention agencies where required to fulfil Our legal, commercial and regulatory obligations.

We will retain Your personal data (and that of any joint policyholders or other parties who may be covered) for as long as We have a business relationship with You. Once this relationship has ended (for example, Your Policy has expired, Your application is declined or You do not proceed with a quotation) We will only retain such personal data for as long as is necessary to satisfy Our legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection law also gives You various rights over Your personal data. More details of these rights can be found in Our Privacy Notice.