


Excess Professional Indemnity

Policy document



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How to make a claim



Write to us
Zurich Insurance, Specialty Claims
Department, 70 Mark Lane, London,
EC3R 7NQ



Email us
[professionalandfinancial.lines.
newclaims@uk.zurich.com](mailto:professionalandfinancial.lines.newclaims@uk.zurich.com)

Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Your Excess Professional Indemnity policy

This policy is a contract between **you** and **us**.

This policy and any schedule and endorsement should be read as if they are one document.

We will insure **you** during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

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

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule and endorsement carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

Section 1 – Definitions

Certain words in this policy have special meanings. These meanings are given below and apply where the words appear in bold.

Additional Presentation of the Risk

Any presentation of the risk that **you** make to **us** in addition to the presentation of the risk that **you** make to the **underlying insurer(s)**.

Cladding Claims

Any damage, loss, cost or expense or any other liability directly or indirectly arising from or in any way connected to the combustibility of any composite panels, cladding or facades or buildings or structures and/or internal or external wall systems and any associated core/filler/insulation material and/or any fixing systems.

Fire Safety Claims

Any damage, loss, cost or expense or any other liability arising from or in any way related to the fire safety, fire performance or combustibility of a building or structure, or any part of such building or structure.

Primary Policy

The policy which provides the initial indemnity and which specifies the nature and extent of cover being granted to **you** and which runs concurrently with this policy.

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health and safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Underlying Insurers

The **primary policy** insurer and all insurers providing indemnity in excess of the **primary policy** insurers up to the **underlying limit(s) of indemnity** stated in the schedule.

Underlying Limit(s) of Indemnity

The total limit or limits of indemnity provided by the **primary policy** insurer and all insurers providing indemnity in excess of the **primary policy** insurers up to the **underlying limit(s) of indemnity** as stated in the schedule.

Underlying Policy(ies)

The **primary policy** and all policies providing indemnity in excess of the **primary policy** up to the **underlying limit(s) of indemnity** stated in the schedule.

We, Us, Our or Ours

Zurich Insurance Company Ltd.

You, Your, Yours or Yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured including **your** predecessors.

Section 2 – The Cover

We agree subject to the terms of this policy and to the limit(s) of indemnity stated in the schedule to indemnify **you** in accordance with the terms of the **primary policy** which are incorporated herein other than in respect of premium, limit(s) of indemnity and any endorsements herein.

Provided always that:

- a) no liability will attach to **us** unless and until the **underlying insurer(s)** have admitted liability and the full amount of the **underlying limit(s) of indemnity** after making deductions for all recoveries salvages and other valid and collectable insurances has been exhausted
- b) all **underlying policy(ies)** will be maintained in full effect during the currency of this policy except for any reduction(s) of the aggregate limit(s) contained therein solely by payment of a claim or claims during the period of insurance.

Notwithstanding proviso a) above, where the **underlying insurers** have admitted liability in accordance with the terms and conditions of the **primary policy** but have paid or been found liable to pay an amount which is less than the applicable **underlying limits of indemnity** as a result of any breach of the duty to make a fair presentation of the risk which is or has been found to be neither deliberate nor reckless, **we** will, for the purpose of ascertaining attachment of this policy to the **underlying limits of indemnity**, recognise that the full amount of the **underlying limits of indemnity** has been exhausted by any combination of the payment by **underlying insurers** and **your** payment or payment on **your** behalf of the balance of the **underlying limits of indemnity**.

Provided always that:

- i) **we** will only ever be liable to pay that part of any loss which exceeds the **underlying limits of indemnity**; and
- ii) the terms of this policy will prevail in the event of any conflict with the **primary policy**.

Section 3 – Exclusions

1. Cladding and Fire Safety

This policy does not cover any liability, loss, cost or expense caused by, contributed to or arising out of **cladding claims** and/or **fire safety claims**.

2. Inner limits of Indemnity

Where the **underlying policy(ies)** contain an inner limit of indemnity which is less than the overall aggregate limits of indemnity this policy will not provide payment in excess of such inner limits of indemnity where they become exhausted by reason of claims payments.

3. Terrorism

The indemnity granted by this policy will not apply to or include any consequence whether direct or indirect of **terrorism**.

Section 4 – Provisions

1. Contracts (Rights of Third Parties Act 1999)

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this policy is not enforceable by any third party.

2. Costs and Expenses

If the **underlying policy(ies)** provide for costs and expenses to be payable in addition to the limit(s) of indemnity **our** liability for costs and expenses will be limited to that proportion which the amount payable under this policy excluding such costs and expenses bears to the total sum payable under all contributing policies excluding such costs and expenses.

If the **underlying insurer(s)** have invoked a right under their policies to pay the limit(s) of indemnity thereunder and only be liable for costs and expenses for which they are responsible up to the time of such payment then **we** will be liable for costs and expenses for which the **underlying insurer(s)** would have been liable had they not invoked the right.

Provided always that the payment of such costs and expenses will only be made with **our** prior written consent.

3. Exhaustion of underlying limits

If the aggregate limit(s) of the **underlying policy(ies)** is exhausted by reason of claims paid by **underlying insurer(s)** or which they have been held liable to pay **we** will:

- a) in the event of partial exhaustion pay the excess of the reduced **underlying limit(s) of indemnity** for the remainder of the period of insurance
- b) in the event of total exhaustion continue this policy in force as the underlying insurance subject to the terms limitations conditions and exclusions of the **primary policy** for the remainder of the period of insurance.

It is agreed that in the event of partial or total exhaustion of the **underlying policy(ies)** aggregate limit(s) of indemnity by reason of a claim or claims outside the scope of the indemnity provided by this policy then such claim or claims will not be deemed to have exhausted the aggregate limit of indemnity of the **underlying policy(ies)** for the purpose of this policy.

Subject always to the limit(s) of indemnity and terms contained herein or endorsed hereon.

4. Joint Liabilities

If **you** comprise more than one party **we** will indemnify each party as though a separate policy had been issued to each of them. Provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

5. Limit of Indemnity

Where the limit(s) of indemnity provided by the **underlying policy(ies)** is in respect of any one claim then the indemnity provided by this policy will not exceed the limit(s) of indemnity in respect of any one claim in excess of the **underlying limit(s) of indemnity** stated in the schedule.

Where the limit(s) of indemnity provided by the **underlying policy(ies)** is in respect of any one claim including costs and expenses then the indemnity provided by this policy will not exceed the limit(s) of indemnity in respect of any one claim including costs and expenses in excess of the **underlying limit(s) of indemnity** stated in the schedule.

Where the limit(s) of indemnity provided by the **underlying policy(ies)** is in the aggregate in any one period of insurance then the limit of indemnity provided by this policy will be in the aggregate in respect of all claims during any one period of insurance in excess of the **underlying limit(s) of indemnity** stated in the schedule.

Where the limit(s) of indemnity provided by the **underlying policy(ies)** is in the aggregate including costs and expenses in any one period of insurance then the limit of indemnity provided by this policy will be in the aggregate including costs and expenses in respect of all claims during any one period of insurance in excess of the **underlying limit(s) of indemnity** stated in the schedule.

6. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Section 5 – Conditions

1. Additional Presentation of the Risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request, in respect of any **additional presentation of the risk you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
 - i) treat this policy as if it had not existed; and
 - ii) not return the premium paid by **you**.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
 - i) if **we** would not have provided **you** with the cover **we** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply; and/or
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. **We** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) This condition applies only to the **additional presentation of the risk**. In respect of the presentation of risk **you** make to the **underlying insurer(s)** and **us** jointly the applicable law or any relevant clause set out in the **underlying insurer(s) policy** will apply.

2. Alteration to the Underlying Policy(ies) Terms and Conditions

No alteration to the terms and conditions of the **underlying policy(ies)** will apply to this policy unless agreed by **us**.

3. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute prior to the arbitrator having reached a decision.

4. Cancellation

We may cancel this policy by giving 30 days notice in writing by special delivery mail to **you** at **your** last known address and in such event **you** will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

5. Change in Circumstances

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change this policy may be affected in one or more of the following ways depending on what **we** would have done had **we** known about the change in circumstances:

- a) if **we** would not have continued to provide **you** with any cover **we** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if **we** would have applied different terms to the cover **we** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

6. Claims Notification

When a claim is likely to exceed an amount greater than 50% of the **underlying limit(s) of indemnity** you will give **us** written notice with details thereof.

7. Contractual Right of Renewal (Tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may choose not to exercise) to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary before the next renewal date **we** will not renew it.

8. Failure of Underlying Insurers

We will not be liable for the failure of any **underlying insurer(s)** to meet their commitments under the **underlying policies** due to their inability or refusal to pay any claim in the event of their insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by the court.

9. Maintenance of Underlying Policies

The **underlying policy(ies)** will be maintained in full effect during the currency of this policy except for any reduction of the limits contained therein solely by payments made within the terms and conditions of the **underlying policy(ies)** and will not be amended unless agreed in writing by **us**.

10. Payment by Instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract.

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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