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**International General Insurance Company  
(UK) Limited**

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***Excess Professional Indemnity***

**(ANY ONE CLAIM)**



IGI Excess Professional Indemnity (AOC)

**SCHEDULE**

**Risk Reference:**

**Insured:**

**Principal Address:**

**Period of Insurance:** From:  
To:  
Both days inclusive local standard time at the above address

**Limit of Liability:** GBP any one claim, excluding costs and expenses

**Underlying Limit(s)  
of Liability:** GBP any one claim, excluding costs and expenses

**Underlying  
Insurance(s) No(s):**

**Premium:**



ATTACHING to and forming part of Policy Number:

Notification of claims and circumstances to Insurers at [piclaims@iginsure.com](mailto:piclaims@iginsure.com)

**EXCESS WORDING**

**INSURING CLAUSE**

This Insurance shall indemnify the Insured for any claim or claims first made against the Insured during the Period of Insurance hereon (or any loss or losses as more fully set out in the Primary Insurance) up to the Limit of Liability (as hereinafter specified), the excess of the Underlying Limit(s) of Liability (as hereinafter specified), the latter amount being the subject of insurance(s) (as hereinafter specified) or any insurances issued in substitution or renewal thereof for the same amount effected by the Insured and hereinafter referred to as "the Underlying Insurance(s)".

Except as otherwise provided herein, this Insurance is subject to the same terms, exclusions, conditions and definitions as the Primary Insurance. No amendment to the Primary Insurance in respect of which the Primary Insurers require an additional premium or a deductible shall be effective in extending the scope of this Insurance until agreed in writing by the Insurers.

**CONDITIONS**

1. Liability to pay under this Insurance shall not attach unless and until the Insurers of the Underlying Insurance(s) shall have paid or have admitted liability or have been held liable to pay, the full amount of their indemnity inclusive of costs and expenses.
  
2. Should any part of the Underlying Limit(s) of Liability be paid or payable by the Insured or any other third party, for any reason whatsoever, such amount shall be deemed to apply towards the reduction or exhaustion of the Underlying Limit(s) of Liability.

In the event that any insurer under one or more of the Underlying Insurance(s) fails to pay any claim or loss due to the insolvency, bankruptcy or liquidation of such insurer, then the amount of the limit of liability of the said insurer which is not paid as a result of such insolvency, bankruptcy or liquidation shall be payable by the Insured or other third party.



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3. The Underlying Insurance(s) shall be maintained in full effect during the Period of Insurance except for any reduction or exhaustion of any aggregate limits contained therein solely by payment of claims or losses or costs and expenses.
4. In respect of any applicable aggregate limits, if by reason of the payment of any claims or losses or costs and expenses by the Insurers of the Underlying Insurance(s), the amount of indemnity provided by the Underlying Insurance(s) is:  
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  - (a) Partially reduced, then this Insurance shall apply in excess of the reduced amount of the Underlying Insurance(s);
  - (b) Totally exhausted, then this Insurance shall continue in force as the Underlying Insurance.

Insurers hereon acknowledge reduction or exhaustion of any aggregate Underlying Limit(s) of Liability in the event of such limit(s) being partly or completely eroded by any claims or losses or costs and expenses that are not covered under this Insurance. The Insurers shall step down in accordance with (a) and (b) above but shall exclude any claims or losses or costs and expenses that are not covered by this Insurance.

5. In the event of a claim arising to which the Insurers hereon may be liable to contribute; no costs shall be incurred on their behalf without their consent being first obtained (such consent not to be unreasonably withheld). No settlement of a claim shall be effected by the Insured for such a sum as will involve this Insurance without the consent of Insurers hereon.
6. Any claim(s) made against the Insured or the discovery by the Insured of any loss(es) or any circumstances of which the Insured becomes aware during the Period of Insurance shall be handled in accordance with the claims notification and handling provisions contained in the Primary Insurance.
7. All recoveries or payments recovered or received subsequent to a settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurers provided always that nothing in this Insurance shall be construed to mean that settlements under this Insurance are not payable until the Insured's ultimate net loss has been finally ascertained.
8. In the event of a dispute between the Insurers and the Insured arising out of or relating to this Insurance, including any question regarding its existence, validity or

termination (other than a decision on whether or not to contest proceedings), such dispute shall be resolved in accordance with any arbitration provisions as may be contained in the Primary Insurance and/or any other provisions of the Primary Insurance in relation to dispute resolution.

If there are no such provisions in the Primary Insurance any dispute between the Insured and Insurers arising out of or relating to this Insurance, including any question regarding its existence, validity or termination, (other than a decision on whether to contest proceedings), will be resolved as follows:

- (a) If the Insured or Insurers become aware of any matter giving rise to a dispute, they shall write to the other party within 28 days notifying that other party that a dispute has arisen and identifying as fully as possible the grounds of dispute.
- (b) Within 28 days of receipt of such notification, the recipient will respond to the notifying party setting out as fully as possible their position in relation to the dispute.
- (c) Within 28 days thereafter the Insured and the Insurers will exchange copies of all documents relevant to the dispute (other than documents subject to privilege).
- (d) Within 28 days thereafter the Insured and the Insurers will mediate in good faith to seek to resolve the dispute. The mediator shall be a King's Counsel of the English Bar or a person of similar standing, to be mutually agreed upon by both parties, in the event of non-agreement to be appointed by the Centre for Dispute Resolutions.

Should the Insured and the Insurers be unable to resolve their dispute by mediation, such dispute shall at the request of either party be referred to arbitration in London before the London Court of International Arbitration (LCIA) according to its then prevailing arbitration rules. The language to be used in the arbitration proceedings shall be English. The arbitration shall be conducted by a King's Counsel of the English Bar or a person of similar standing as sole arbitrator, to be mutually agreed by both parties or, in the event of non-agreement, to be appointed by the LCIA.

The finding of the arbitrator shall be binding on the Insured and Insurers and the costs of the arbitration shall be allocated by the arbitrator.

9. In the event of a dispute between the Insured and the Insurers under this Insurance in relation to matters that are also the subject of a dispute between the Insured and the Insurers of any Underlying Insurance then those disputes will, if possible, be heard together.



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10. The Insured shall have the right to cancel the participation of any Insurer subscribing to this Insurance on thirty (30) days' written notice in the event that such Insurer has its A.M. Best Financial Strength Rating reduced below A-, or its Standard & Poor's Financial Strength Rating reduced below A-.

In relation to a Lloyd's Syndicate, the published rating, as referenced in the paragraph above, shall be that which applies to Lloyd's as a whole, provided Lloyd's continues to be rated as a single entity by A.M. Best or Standard & Poor's.

If the Insured exercises its right to cancel the participation of any Insurer in accordance with this clause, the following conditions shall apply:

- (i) Notice of cancellation of such Insurer's participation shall be sent by recorded delivery to the affected Insurer via the Broker
  - (ii) The Insured must exercise this right of cancellation within thirty (30) days of the date that the Insurer's rating is reduced;
  - (iii) The Insurer shall return to the Insured the amount of its premium pro-rata, based on the number of days remaining until the anniversary or expiration of this Insurance. No return premium shall be due where a claim, loss or circumstance has been notified or paid and/or defence cost incurred by the Insurer prior to the date of cancellation;
  - (iv) The Insured hereby releases and discharges the Insurer from the Insurer's obligations under this Insurance with effect from the date of cancellation. The foregoing shall not affect or prejudice the Insured's rights in relation to any claim, loss or circumstances notified to the Insurer under this Insurance prior to the date of cancellation.
11. No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

12. Professional Indemnity Cyber and Data Protection Law Endorsement

- a) This endorsement takes priority over any other provision in this contract.
- b) Save as expressly provided in this endorsement, or by other restrictions in this contract specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this contract shall be restricted solely due to the use of, or inability to use, a **Computer System**.



- c) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
- i. a **Cyber Act**; or
  - ii. any partial or total unavailability or failure of any **Computer System**;  
provided the **Computer System** is owned or controlled by the insured or any other party acting on behalf of the insured in either case; or
  - iii. the receipt or transmission of malware, malicious code or similar by the insured or any other party acting on behalf of the insured.
- d) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
- i. to the insured or any other party acting on behalf of the insured by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the insured;
  - ii. by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by the insured or any other party acting on behalf of the insured.
- e) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by the insured or any other party acting on behalf of the insured.
- 6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the insured or any other party acting on behalf of the insured in this contract shall not apply to **Data**.

For the purposes of this endorsement the following definitions apply:

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or

hoax thereof, involving access to, processing of, use of or operation of any **Computer System**.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Data Protection Law** means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

**IUA 04-017      27.11.2020**

## **POLICYHOLDER CLAIMS AND COMPLAINTS**

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International General Insurance Company (UK) Limited is always committed to providing a first-class service .

- a) We believe you deserve courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations, please contact us using the appropriate contact details below and provide the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quicker.

Claims related complaints:

Claims Manager

International General Insurance Company (UK) Limited  
Floor 15, 20 Fenchurch Street, London, EC3M 3BY

Online: [piclaims@iginsure.com](mailto:piclaims@iginsure.com)

We will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do our best to resolve matters to your satisfaction within 8 weeks. If we are unable to do this, you may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) who will review your case. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

The FOS may not be able to consider a complaint if the complainant:

- (i) has not provided us with the opportunity to resolve the complaint; or
- (ii) are a business with more than 10 employees and a group annual turnover of more than €2 million; or
- (iii) is a trustee of a trust with a net asset value of more than £1 million or;
- (iv) is a charity with an annual income of more than £1 million.



The FOS can be contacted at:

Financial Ombudsman Service,  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 08000 234 567 (free for people phoning from a “fixed line”, e.g. a landline at home) or: 0300 123 9 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email : [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following this complaint procedure does not affect your right to take legal action.

b) Financial Services Compensation

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation from the scheme in the unlikely event that the Insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the FSCS:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU  
Telephone: 0800 678 1100 or 0207 741 4100  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)