

Excess Professional Indemnity Insurance

Policy Document



Contents

The Contract of Insurance	4
Section 1 – Definitions	5
Section 2 – The Cover	6
Section 3 – Provisions	7
Section 4 – Conditions	8
Customer Information	9
Complaints Procedure	10
Data Protection	11

The Contract of Insurance

Excess Professional Indemnity Insurance Policy

The policy, schedule and any endorsements should be read as if they were one document.

The policy is a contract between **You** and **Us**.

We will insure **You** under those sections shown in the schedule during any Period of Insurance for which **We** have accepted **Your** premium provided all the terms and conditions of the policy are kept.

Other than where expressly provided in this policy, compliance with all the terms provisions conditions and endorsements of the policy shall be a condition precedent to **Your** right to recover under this policy.

For **Your** own protection **You** are recommended to read **Your** policy and all its Conditions to ensure that it is in accordance with **Your** intentions.

We have agreed to provide policy cover, and have calculated the applicable premium, based on information provided by **You** or on **Your** behalf including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by **Us**;
- any declarations made by **You** or on **Your** behalf; and/or
- any additional information voluntarily provided.

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

If these documents do not meet **Your** needs please return them to **Us** or **Your** broker or agent.

Section 1 – Definitions

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

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.

Underlying Policies

The **Primary Policy** and all policies providing indemnity in excess of the **Primary Policy** up to the **Underlying Limits of Indemnity** stated in the schedule.

Underlying Insurers

The **Primary Policy** insurer and all insurers providing indemnity in excess of the **Primary Policy** insurers up to the **Underlying Limits of Indemnity** stated in the schedule.

Underlying Limits 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 as stated in the schedule.

Territorial Limits

Worldwide excluding the United States of America or Canada or territories under their jurisdiction.

We, Us, Our or Ours

Zurich Insurance Europe AG.

You, Your, Yours or Yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) and 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 shall attach to **Us** unless and until the **Underlying Insurers** have admitted liability or have paid or agreed to pay the full amount of the **Underlying Limits of Indemnity**
- (b) all **Underlying Policies** shall 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.

Section 3 – Provisions

1. **Costs and Expenses**

If the **Underlying Policies** provide for costs and expenses to be payable in addition to the limit(s) of indemnity **Our** liability for costs and expenses shall 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 Insurers** 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** shall be liable for costs and expenses for which the **Underlying Insurers** would have been liable had they not invoked the right.

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

2. **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.

3. **Limit of Indemnity**

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

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

Where the limit(s) of indemnity provided by the **Underlying Policies** 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 Limits of Indemnity** stated in the schedule.

Where the limit(s) of indemnity provided by the **Underlying Policies** 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 Limits of Indemnity** stated in the schedule.

4. **Step down**

If the aggregate limit(s) of the **Underlying Policies** is exhausted by reason of claims paid by

Underlying Insurers 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 Limits of Indemnity**
- (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 Policies** 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 Policies** for the purpose of this policy.

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

Section 4 – Conditions

- 1. Alteration**
No alteration to the terms and conditions of the **Underlying Policies** will apply to this policy unless agreed by **Us**.
- 2. Arbitration**
Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against **Us**.
- 3. Claims Notification**
When a claim is likely to exceed an amount greater than 50% of the **Underlying Limits of Indemnity You** will give **Us** written notice with details thereof.
- 4. 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 the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy including the premium at renewal. If **You** do not wish to renew this policy **You** or **Your** insurance intermediary must notify **Us** prior to the next renewal date.
- 5. Failure of Underlying Insurers**
We shall not be liable for the failure of the **Underlying Insurers** 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.
- 6. Payment by Instalments**
Where **We** have agreed to accept payment by instalments, any default in payment on the due date may result in the policy cover being terminated.
- 7. Stamp Duty**
Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 or any subsequent amending legislation.
- 8. Insurance Act 1936**
All monies which become or may become due and payable by **Us** under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.
- 9. Currency**
It is understood and agreed that the currency of all premiums sums insured indemnities and excesses shown in the schedule of this policy or any renewal notice or endorsement relating thereto are deemed to be Euro.

Customer Information

Law Applicable to this Contract

The Insurer with which your contract is concluded is Zurich Insurance Europe AG which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy, claim or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy. If your complaint is not resolved by your broker, you can get in touch with us directly by contacting the Customer Services Co-ordinator, Zurich Insurance Europe AG, PO Box 78, Wexford. Telephone (01) 667 0666. Email customersupport@zurich.ie.
- If you deal with us directly, you should contact: Customer Services Co-ordinator, Zurich Insurance Europe AG, PO Box 78, Wexford. Telephone (01) 667 0666. Email customersupport@zurich.ie.

If your complaint is not resolved to your satisfaction, you may avail of your right to refer the matter to the Financial Services and Pensions Ombudsman:

- **Financial Services and Pensions Ombudsman:** Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Phone: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie.

Your right to take legal action is not affected by following any of the above procedures.

Data Protection

Zurich Insurance Europe AG ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at www.zurich.ie/privacy-policy.

The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at www.zurich.ie/privacy-policy.

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/ comply with our legal obligations.

Note: If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
 - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)
 - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
 - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
 - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
 - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at www.zurich.ie/privacy-policy.

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Data Retention

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at www.zurich.ie/privacy-policy.

Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

Data subject rights

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at www.zurich.ie/privacy-policy.

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford, Ireland.**

Zurich Insurance Europe AG

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: www.zurich.ie

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for consumer protection rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

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