

Beazley | Financial Lines

Excess Policy

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Beazley Claims Service

The **insurer** will assign a Claims Manager and provide their e-mail address, direct dial telephone number and mobile phone number.

The Claims Manager will endeavour to respond to phone calls within one business day and if the assigned Claims Manager is unable to respond for whatever reason, another Claims representative will contact you.

The Claims Manager, and where applicable the **insurer's** external advisors, will respond in a prompt, professional and transparent manner and will provide straight answers and deliver on commitments.

Claims Managers will be available for meetings to candidly discuss any coverage or claims issues, and will keep an open mind and give any alternative opinions due consideration. Claims Managers work closely with the underwriting teams to ensure that the policy intent is respected.

Schedule

Policy Number

Policyholder Name:
 Address:

Policy period From:
 To:

Limits of Liability GBP in the aggregate during the **policy period** for all loss that exceeds the **attachment point**

Attachment point GBP *[specify whether attachment point is in aggregate or AOC]*

Primary policy insurer
 policy number
 limits of liability GBP
 policy period

Underlying policy(ies) insurer
 policy number
 limits of liability GBP
 policy period

Premium GBP (annual) plus applicable taxes

THIS POLICY SETS OUT THE TERMS UPON WHICH THE **INSURER** AGREES TO INSURE THE **INSURED** IN CONSIDERATION OF THE PAYMENT OF, OR AGREEMENT TO PAY, THE PREMIUM. THE INSURING CLAUSES ARE SUBJECT TO ALL TERMS, CONDITIONS, RESTRICTIONS AND LIMITATIONS OF THIS POLICY.

A. Insuring Clause

The **insurer** shall reimburse or pay on behalf of the **insured** all loss that exceeds the **attachment point** up to the **limit of liability** in accordance with all of the terms, conditions, restrictions and limitations of the **primary policy**, except that where the specific terms of this policy contradict the terms of the **primary policy**, the terms of this policy shall prevail.

B. Claim Provisions

Notification

(a) Claims, investigations, losses or circumstances

The **insured** shall give the **insurer** notice of any claim, investigation, circumstance or loss in accordance with the notification provision in the **primary policy** as though the **insurer** was the **primary policy** insurer.

(b) Address for notifications

All notices must be sent either by e-mail to flclaims@beazley.com or by mail to Financial Lines Claims, Beazley Plc, Plantation Place South, 60 Great Tower Street, London, EC3R 5AD.

C. General Conditions

1. Limit of liability and attachment point

The **limit of liability** is the maximum amount payable by the **insurer** under this policy.

If the limit of liability of **underlying policies** has been exhausted by payment of loss and there is coverage under an **underlying policy** that is subject to a sub-limit of liability that has not been exhausted by the loss payable by the **underlying policy**, this policy will provide coverage for such sub-limited loss but only to the extent of any remaining amount of sub-limit of liability.

The **attachment point** shall be eroded by payments of loss by, or on behalf of, or in place of the insurers of the **underlying policies**.

The risk of the **insured** not being able to collect any amounts due under any **underlying policy**, as a result of financial impairment or insolvency of an insurer of the **underlying policy** or for any other reason, is expressly retained by the **insureds** and is not insured by or assumed by the **insurer**.

2. Changes to primary policy

This policy shall not follow any changes to the **primary policy** which: (a) expand coverage, (b) change the **policyholder** name or address, or (c) modify premium, unless the **insurer** agrees in writing to do so.

3. Insurer's rights

The **insurer** has the same rights and protections as the insurer of the **primary policy** and at least shall have the right, at their sole discretion, to elect to participate in the investigation, defence, settlement or appeal of any claim.

4. Governing law, jurisdiction and dispute resolution

The choice of law, jurisdiction and dispute resolution provisions of the **primary policy** shall be incorporated into and shall apply to this policy.

5. Complaints

Every effort is made to ensure that a high standard of service is provided. However, if the **insured** is not satisfied with the service it has received or it has any questions or concerns about this policy the **insured** should, in the first instance, contact Beazley Complaints, Beazley Group, Plantation Place South, 60 Great Tower Street, London EC3R 5AD 020 7667 0623, beazley.complaints@beazley.com

In the event that the **insured** remains dissatisfied the complaint can be escalated in accordance with the complaints procedure outlined in the **primary policy**.

6. Privacy notice

The **insurer's** Privacy Policy is available at: <https://www.beazley.com/privacy> or by requesting a copy from the Data Protection Officer at dpo@beazley.com.

By submitting information to the **insurer** relating to any identifiable individual, the **insured** represents that it has authority to provide that personal information to the **insurer**. With respect to any individual about whom the **insured** provides personal information to the **insurer**, the **insured** agrees: (a) to inform the individual about the content of the Privacy Policy; and (b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of personal information about the individual in accordance with the Privacy Policy.

D. Definitions

The following definitions are applicable to all sections of this policy:

attachment point means the amount specified in the Schedule.

insured means the **policyholder** and those defined as insureds in the **primary policy**.

insurer means Beazley Syndicates 2623/623 at Lloyd's or Beazley Insurance dac [*delete as appropriate*].

limit of liability means the amount specified in the Schedule which is to be paid in accordance with General Condition 1.

policyholder means the entity named in the Schedule.

policy period means the period specified in the Schedule.

underlying policy(ies) means the **primary policy** and **underlying policy(ies)** specified in the Schedule.