

Beazley | Side A DIC Excess Policy

Contents

Schedule	1
Insuring Clause	2
Claim Provisions	2
General Conditions	2
Definitions	4

Signed on behalf of **Beazley Insurance dac**:

Beazley Insurance dac is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

Beazley Insurance dac, part of the Beazley Group, is registered as a Designated Activity Company (limited by shares) with the Companies Registration Office in Ireland under registration number 464758. Beazley Insurance dac's head office is situated at 2 Northwood Avenue, Northwood Park, Santry Demesne, Santry, Dublin 9, D09 X5N9, Ireland.

Registered as a branch in the UK under registration number FC034613. Branch Office Address: 22 Bishopsgate, London, EC2N 4BQ.

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:
Both days inclusive at local standard time at the **policyholder's** address

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 side A
DIC policy**

insurer
policy number
limits of liability GBP
policy period

**Underlying side A
DIC policy(ies)**

insurer
policy number
limits of liability GBP
policy period

Premium

GBP (annual) plus applicable taxes

Tax:

[e.g. IPT at 12% for UK risks]

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 Clauses

1. Excess

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 side a dic policy**, except that where the specific terms of this policy contradict the terms of the **primary side a dic policy**, the terms of this policy shall prevail.

2. Drop down

The **insurer** shall pay on behalf of the **insured** all loss up to the **limit of liability** which the insurer of any **underlying side a dic policies** is contractually required to pay or advance but:

- (a) refuses to pay or advance for any reason; or
- (b) fails to pay or advance within 45 days of a specific request being made by or on behalf of the **insured**.

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 side a dic policy** as though the **insurer** was the **primary side a dic 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, 22 Bishopsgate, London, EC2N 4BQ.

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 side a dic policies** has been exhausted by payment of loss and there is coverage under an **underlying side a dic policy** that is subject to a sub-limit of liability that has not been exhausted by the loss payable by the **underlying side a dic 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 side a dic policies**.

2. Changes to primary side a dic policy

This policy shall not follow any changes to the **primary side a dic 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 side a dic 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 side a dic 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, 22 Bishopsgate, London, EC2N 4BQ.
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 side a dic 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 side a dic policy**.

insurer means Beazley Insurance dac.

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