

## Notifying claims and circumstances under a professional indemnity insurance policy

### Professional Indemnity Insurance

The purpose of this guide is to help you decide what to do when you first become aware of a claim or a circumstance which may give rise to a claim. Throughout this guide “you” or “your” refer to the Insured.

### Who to notify

All notifications should be forwarded in writing to Clear or directly to the address provided for claims notifications in your Policy.

### When to notify Insurers

Professional Indemnity is underwritten on what is known as a ‘claims made basis’. This means that policies will only provide cover against those claims or circumstances that are discovered and notified to the Insurers during the period of insurance.

If you are satisfied that a situation has arisen which needs to be notified you must inform Insurers as soon as practicable and within the period of your insurance. Late notification could mean that your insurers will refuse to protect you.

As soon as you first become aware of a claim or circumstance, notification should be made immediately irrespective of:

- The amount which may be involved
- Your views or opinions on liability
- Whether you consider the claim or circumstance to be spurious or without merit
- Whether you consider the claim or circumstance may disappear

### What to notify Insurers

It is important you include as many details as possible in your initial

notification. Insurers may have further questions but it will save time if the information you provide is as complete as possible.

Notification should include:

- Complete details of the nature of the claim or circumstance, including name(s) of actual or potential claimant(s), your views on the claim or circumstance and any allegations that have been made or you anticipate might be made against you
- Details of other parties involved in addition to the claimant
- The date you were first aware of the claim or circumstance
- Your estimate of the quantum which may be involved
- Copies of all correspondence or documents including attendance and file notes relevant to the claim or circumstance

### Your duties in the event of a claim or circumstance

There are legal protocols applying to professional negligence claims which impose time constraints and procedural rules as to how claims should be dealt with. Your Insurers will have specialists who will work hand in hand with you to deal with these issues and if litigation is necessary, they will arrange and pay for a legal expert to represent you.

When you first become aware of a claim or circumstance it is important that you DO NOT:

- Make any admission of liability
- Settle, make or promise any payment
- Incur costs without Insurers’ approval
- Take any action which might prejudice Insurers’ position or their ability to investigate
- Provide details of your

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### About Arborplan

At Arborplan, we arrange comprehensive insurance cover for Tree Surgeons, Forestry Contractors, Fencing and Landscaping contractors and other associated trades. Whether you are a single operator or a large business, we can help protect you the insurance covers you need.

# Our Team



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professional indemnity policy or disclose to the claimant that insurers have been notified

It is usually a requirement that you do not admit liability and further that Insurers receive your full cooperation.

## What is meant by a circumstance?

There is no simple definition but the following may help you understand what is likely to be deemed as a circumstance.

A circumstance could include:

- An intimation by any third party, whether expressed or implied, of an intention to make a claim against you
- Any criticism or dispute, whether expressed or implied, relating to your performance, or the performance of any party for which you are responsible
- Any awareness by you that any services provided or actions taken by you, or by any party for whom you are responsible, have or could have failed to meet the standard required or have led, or may lead to a third party loss
- A situation where you have to investigate your work in order to justify your actions

When making a notification it is important that it should be in terms which leave the Insurer in no reasonable doubt that you are notifying a circumstance. You should refer to the specific circumstances which may give rise to a claim, identify a possible claimant and the loss that they have suffered or may suffer in the future. If you are in any doubt you should contact your usual adviser at Clear as soon as possible for advice on the appropriate course of action.

## How Can We Help

Please visit our website:

[www.arborplan.co.uk](http://www.arborplan.co.uk)

Or contact us:

T: 01483 274792

E: [arborplan@thecleargroup.com](mailto:arborplan@thecleargroup.com)