



Policy Summary

Executor Liability Insurance

The following summary does not contain the full terms and conditions of the insurance which can be found in the Insurance Certificate. This summary does not form part of your contract of insurance. You need to keep us informed about any changes in your circumstances, so that, in the event of a claim, you still have adequate and valid insurance cover.

Who is the Insurer?

This insurance is underwritten by XL Catlin Insurance Company UK Limited under a facility administered by Angel Risk Management. XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

About this Insurance

This is a Trustee Liability Policy. Covering claims of negligence and breach of duty arising out of your conduct as an Executor and/or Administrator.

When and How Do You Pay for Your Insurance?

For full details of when and how to pay, you should contact your broker.

Law and Jurisdiction

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless otherwise agreed the language of the policy shall be English.

Where Are You Covered?

This insurance offers cover within the United Kingdom, Channel Islands, Island of Man and Member States of the European Union.

Policy Duration – When Does Your Cover Start and End?

This insurance cover is valid from the start date and end date of the cover are specified in your policy schedule.

What Are Your Obligations?

- You must tell us as soon as practicably possible if you become aware about any changes in the information you have provided to us which happens before or during any period of insurance.
- When we are notified of a change we will tell you if this affects your policy. For example we may amend the terms of your policy or require you to pay an additional premium. In certain circumstances we may cancel your policy in accordance with the “Cancelling This Insurance” section of the policy document. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.



Significant Features and Benefits

- Aggregate limit available inclusive of costs and expenses; limits purchased will be shown on the Policy Schedule.
- Advanced Payment of Costs – defence costs and expenses are paid as they are incurred. In the event there is no entitlement to such payments the sums advanced must be repaid to the Insurer.
- Allocation – in the event of any loss being partially covered the Insurer shall use their best endeavours fairly and reasonably to agree such an allocation of loss as may be appropriate.
- No Admission of Liability - the Insured or any person or entity who claim for indemnity under this Policy shall not, admit liability for or make any offer or payment in respect of any Claim.
- Duty to Co-operate - the Insurer must be provided full co-operation and all details concerning any claim and any circumstance. Failure to comply will entitle the Insurer to refuse to pay the claim.
- Consent to Settle – the Insurer shall not settle any Claim without the consent of the person insured.
- Fraudulent Claims – if any claim is shown in any respect to be fraudulent, this insurance shall become void ab initio and all benefit hereunder shall be forfeited.
- Entitlement to Defend - the Insurer shall be entitled to take over the defence or settlement of any claim.
- Proposal Operation – the Proposal shall operate severally in relation to each Trustee and no statement, information or knowledge on the part of any Trustee shall be imputed to any other Trustee for the purposes of determining whether cover is available to that other Trustee. This clause shall not apply to any Claim against a Trustee excluded under General Exclusions Changes in or Failure to Provide Information.

Significant or Unusual Exclusions or Limitations

- Changes in the Proposal Information - any changes in the information provided in the Proposal must be notified to the Insurer, until such has been agreed no liability will attach for such the altered risk.
- Death or Bodily Injury – bodily injury except in respect of employment practices or criminal defence costs.
- Dishonest, Fraudulent or Criminal Acts – any dishonest, fraudulent or criminal act by the Trustee.
- Other Insurance – any matter in respect of which there is cover under any other policy.
- Pollution – any pollution except for defence costs.
- Known Claim or Circumstance – any claims or circumstances known about or ought to have known prior to the beginning of the period of insurance.
- Profit or Advantage – any unlawful personal profit, remuneration or advantage gained by the Trustee where there has been a final adjudication by a competent court or tribunal.
- Property Damage – any damage to or destruction or loss of any property including loss of use.



How Do You Cancel?

(a) Cooling-Off

If you decide that you do not wish to proceed then you can cancel the policy by notifying your broker or insurance advisor within 14 days of either the date you receive your insurance documentation or the start of the policy period whichever is the later. Provided you have not made a claim we will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

(b) Cancellation by Insured

You may cancel the policy at any time by notifying your broker or insurance advisor. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

(c) Cancellation by Insurer

We may cancel the policy, provided there is a valid reason for do so, including for example any failure by you to pay the premium by writing to you. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

How do You Make a Claim?

Claims or circumstances that could give rise to a claim should be notified as follows:

Angel Risk Management Limited
3rd Floor, 1 Legg Street
Chelmsford,
Essex CM1 1JS
Claim Hotline: 01245 343630
Fax: 020 7785 8055
Email: claims@angelriskmanagement.com

You will need to quote your Policy number when notifying us.



How Do You Make A Complaint?

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Your broker through whom this policy was arranged.

If You wish to make a complaint You can do so at any time by referring the matter to:

Complaints Manager
XL Catlin Insurance Company UK Limited.
20 Gracechurch Street
London
EC3V 0BG
E-mail: xlcatlinukcomplaints@axaxl.com

Telephone Number: +44 (0) 20 7743 8487

If You remain dissatisfied after the Complaints Manager has considered Your complaint, or You have not received a final decision within eight (8) weeks, You can refer Your complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
E-mail: complaint.info@financial-ombudsman.org.uk

Telephone Number:	From within the United Kingdom	
	0800 0234 567	calls to this number are free on mobiles and landlines
	0300 1239 123	calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom
+44(0)20 7964 0500

Fax Number: +44(0)20 7964 1001
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: <http://www.financial-ombudsman.org.uk/>

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the



complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Catlin Insurance Company UK Limited. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: <http://www.fscs.org.uk/>

Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (together, “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection.

We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@axaxl.com

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint



Executors Liability Insurance - Policy Summary (Angel 05/10) Page 6 of 6

or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://axaxl.com/footer/privacy-and-cookies>.