Issues for risk and insurance managers to consider when insuring professional indemnity risks across borders.

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June 2015

Structuring multinational insurance programmes
Today most multinational organisations understand well their general liability (GL) obligations for personal injury and property damage, and how to manage these risks efficiently across the organisation’s global footprint. This is accomplished by implementing multinational insurance programmes that use a combination of master and local policies, and other features. However, multinational organisations that provide professional services typically face an additional category of liability risks, which can result in claims for negligence, misrepresentation or breach of duty – none of which are included in standard GL insurance policies. These more specialist risks can be included in professional indemnity (PI) insurance policies.

Insuring professional indemnity risks across borders

The basics of Professional Indemnity insurance

What is PI insurance?
PI insurance traditionally covers professionals who provide advice or other services to clients against the risk of civil claims by those clients, and in some cases by other persons, for financial loss suffered by those clients as a result of the professional firm’s negligence or breach of duty of care in the provision of those services. It is sometimes called errors and omissions insurance.

Why is PI necessary?
In many jurisdictions, a business that provides professional advice or services to clients owes those clients (and possibly others) a duty to exercise “reasonable skill and care” in doing so. If it fails to do this, it will be exposed to claims for loss suffered as a result of its negligence or breach of duty. These claims will usually be for direct financial loss but can extend to other consequential losses, or losses that were reasonably foreseeable as a result of the negligent act or breach of duty, and can often include the legal costs of bringing the claim.
Introduction
PI insurance policies are often drafted to ensure that a company and its employees are covered by the insurer under the policy. One example of a multinational organisation that has had to deal with this problem is Chubb, which has been a leader in the insurance industry for many years. Chubb has developed a number of successful multinational insurance solutions for its clients. The company has successfully implemented a number of innovative solutions that have helped it to remain competitive in the market. One of the key themes from that research is risk managers’ perception of heightened cross-border liability risk, with PI being ranked as one of the top five risk categories that they believe create the greatest expense for their multinational operations.

Further, when asked which types of risk they would consider integrating into a multinational insurance programme over the next few years, PI was highlighted by 38% of the respondents, ranking in joint second place behind casualty risk. This report identifies key questions that insurance and risk managers and brokers should ask when designing effective multinational insurance solutions for their PI insurance needs. Undertaking a risk analysis before determining the nature and extent of the PI insurance to be purchased is not only a reactive approach but should lead to the design of a more effective multinational PI insurance programme. The report begins by discussing the question of jurisdiction and its implications. It then highlights the importance of defining the scope of an organisation’s professional services activities, and the need to consider the specific people and legal entities that require PI insurance. Next, it discusses the key elements by which insurance under a PI policy is delineated, each of which needs to be considered in order to determine whether the proposed multinational insurance solution will perform as expected. It then explores the issues that arise by virtue of the organisation’s global footprint, including the importance of determining what is the legal framework, local policy, and difference in conditions (DIC) and/or difference in limits (DIL) structures are appropriate, and the role and interplay of excess insurance in the overall structure.

The report concludes with a review of the main considerations that underpin any multinational insurance programme. In line with previous Chubb reports in the series, the report ends with a short checklist of key questions that are particularly relevant when developing a multinational PI insurance programme.

Question one:
What jurisdiction applies to us and what are the implications?

The question of jurisdiction is important for a number of different reasons. The applicable jurisdiction will determine (i) what is the legal framework of any PI liability; (ii) what particular laws and regulations apply; (iii) what is the expected frequency of claims; (iv) whether PI insurance is compulsory; and (v) whether the applicable jurisdiction can be explicitly chosen in certain situations, especially where the organisation is providing ad hoc advice in a particular country on a short-term basis.

The starting point, when designing multinational PI insurance, is to ask which legal framework applies. This question refers not just to the legal basis of the ‘home’ jurisdiction of the insured organisation, but also to the legal basis or framework of the different jurisdictions in which the organisation operates.

At last count, there were more than 200 member states registered with the United Nations in New York City, many of which have distinct legal systems and frameworks. Fortunately, they tend to fall into one of two main categories:

1. Civil law - this is the most widespread legal system and is a codified or constitutional based legal system. It is found in countries such as France and Germany, and also the People’s Republic of China (but not Hong Kong where the ‘One Country Two Systems’ principle sees the survival of English common law until at least 2047).

2. Common law - this is usually called the English common law, since it originated in England. It has, however, been adopted by many other countries and jurisdictions, including Canada (except Quebec), Australia, India and Singapore.

Other countries have a hybrid legal system that creates one type of legal framework, most often a mixture of civil and common law. Examples include the legal systems of South Africa and Thailand. In the United States, the legal system derives largely from common law but also incorporates a number of civil law elements.

The legal principles within the same type of legal system tend to be similar. For example, in jurisdictions with a common law system, such as England & Wales and Hong Kong, liability for professional negligence can be traced back to two basic common law legal principles, namely:

• The requirement to carry out what has been agreed by the parties to the contract (contractual liability); and
• The duty not to harm others (tortious liability)

In civil law jurisdictions, professional indemnity liability usually arises under the relevant civil code.

After determining the legal framework within which they operate, multinational organisations that provide professional services should then shift their consideration to other factors. These include the likelihood of a client bringing a claim and what that client may be able to recover in damages. Some jurisdictions are more litigious than others; for example, the United States and, more recently, Australia. In these jurisdictions, there may be the added risks of large awards of damages (including punitive awards for punitive damage), contingency fees, onerous discovery obligations and the uncertainty of jury trial awards.

Jurisdictions also differ in their requirement for compulsory insurance. Countries that require compulsory insurance for certain professionals tend to be those where there are...
Insuring professional indemnity risks across borders

Guide to mandatory PI insurance around the world: by law (L) or by professional governing body (B)

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Increasing risks of litigation or that have a sophisticated litigation environment. Jurisdictions such as Australia, Canada, members of the European Union including England & Wales, Hong Kong and the United States require insurance as a precondition to providing certain types of professional services. On the other hand, Brazil, China and India are examples of countries where there are few, if any, requirements for compulsory PI insurance.

The requirements are, however, constantly changing. Gradually, more professions are being required to obtain PI insurance. In July 2014, the UK Government introduced new legislation requiring regulated healthcare professionals (including doctors, nurses, midwives and physiotherapists) to carry PI insurance. An even more recent example is the new requirement for Taiwanese insurance brokers to maintain PI insurance. The following professions are generally subject to compulsory PI insurance requirements, whether required by law or regulation, or by the relevant governing or professional body:

- Accountants (e.g. Australia, Canada, China, Hong Kong and England & Wales)
- The construction sector, including architects and engineers (e.g. Canada, Hong Kong, Italy, France, Spain and England & Wales)
- Doctors and other healthcare professionals (e.g. Australia, Canada, Hong Kong, Italy and England & Wales)
- Solicitors and barristers (e.g. Australia, Canada, Hong Kong, most continental EU countries and England & Wales)
- Insurance intermediaries, such as brokers and agents (e.g. Australia, China, Taiwan, Hong Kong, India and England & Wales)

The underlying laws and legal system of the jurisdictions in which a multinational organisation operates are obviously important. However, the effect of jurisdiction can be mitigated through the judicious use of a ‘choice of law and jurisdiction’ clause included in the terms of professional engagement.

Where local law permits, a choice of law and jurisdiction clause can determine the laws that will govern any action brought against the organisation and the jurisdiction in which any potential litigation must take place. Litigation outside the organisation’s home jurisdiction can be immensely time-consuming, expensive and challenging, and can impose the additional burdens of, for example, having to pay for travel and hotel costs, incurring time away from work, finding lawyers to represent the organisation in a different location and requiring documents to be translated. A choice of law clause may also assist an organisation to potentially avoid liability which could otherwise be found against it in a different jurisdiction, or enable the organisation to benefit from, for example, a ‘loser pays winner’s costs’ system (which is the norm in England, but not in the US). Of course, the jurisdiction being nominated in the contract should have some relevance to the agreement, not least to avoid the allegation of ‘forum shopping’.

Choice of law clauses can also limit the impact of ‘temporary’ jurisdictions in circumstances where professionals travel abroad and provide advice to clients in locations where the organisation does not have an office or physical presence. Here, the professional services organisation can run the risk of being liable for advice not only in the ‘temporary’ jurisdiction in which it was given, but also in the organisation’s ‘home’ jurisdiction, where the principal offices are located. A choice of law clause can stipulate that only the ‘home’ jurisdiction’s laws apply to the professional services rendered.
Many organisations fail at the outset to determine exactly which of their operating entities and people are exposed to the risks of a claim in the different jurisdictions in which it operates.

Question two: What scope of professional services does our organisation provide?

Many organisations, even within the same profession, will offer different services or a range of services. Law firms, for example, usually restrict their activities to the provision of legal advice; however, multinational law firms may find themselves providing advice relating to the laws of several jurisdictions. For them, it is important to be aware of any legal or regulatory restrictions on providing advice on the laws of one jurisdiction when situated in a different jurisdiction. Other multinational professional services organisations, for example ‘the big four’ accountancy firms, are reinventing themselves as multi-service organisations that offer their clients a range of services including tax, advisory, trustee and company secretarial. Some organisations may also choose to provide a fuller suite of services in certain markets, while restricting their portfolio of services in other markets for commercial, or even regulatory, reasons.

Risk and insurance managers must be aware of the different service models in use and the need to identify precisely what services are being provided, in which markets and by which entities within their organisation. Only in this way can they ensure that the organisation’s PI insurance adequately covers all entities against potential claims that may arise from the provision of any of these professional services.

Question three: Who do we need to insure?

Once the professional services organisation has established which legal system and laws and regulations apply to its operations, what services it provides, which entities provide these services and the potential PI risks it faces in each of the jurisdictions in which it operates, it then needs to consider against which entity or persons a claim could be brought.

When purchasing PI insurance, most professional services organisations seek to ensure that all relevant entities and people are covered. However, many organisations fail at the outset to determine exactly which of their operating entities and people are exposed to the risks of a claim in the different jurisdictions in which it operates.

When determining who needs to be covered under a PI programme, organisations should consider the following questions:

- What professional services do each of in legal entities provide?
- What is the legal status of each of these entities (e.g., are they a stock corporation, limited liability partnership, joint venture, etc.)?
- If any of the entities is a partnership, are all of the partners covered?
- Can directors and officers of a corporate trading entity also be liable for PI claims?
- What vicarious or contingent coverage might the organisation require for acts committed by employees, agents or subcontractors?

A multinational professional services organisation can expect that the availability of local claims-handling expertise will translate into better claims service.

Question four: What for us are the key elements of a PI insurance programme?

The next issue for consideration by risk and insurance managers is how the PI exposures of the global organisation can best be insured. Before considering more technical, structural issues, some basic key elements by which insurance under a PI policy is delineated must first be understood. These include:

The period of insurance

This is the period for which the insurer will indemnify the insured organisations for its negligent acts. There is often a time lag between:

- when the allegedly negligent work or act was performed;
- when its effects become apparent; and
- when a claim is made.

A PI policy therefore generally operates on a ‘claims-made’ basis. This means that the policy in force at the time the claim is made against the organisation is generally the policy that will provide coverage for the claim. This is regardless of when the work was undertaken or when the alleged act of professional negligence took place.

There are several advantages in having a PI insurance policy operate on a ‘claims-made’ basis:

- there is never uncertainty about which insurer should pay out the claim as it is clear which insurer is ‘on risk’ when the claim is made;
- it is much less likely that the insurer ‘on risk’ will be unidentified or no longer in business when a claim is made; and
- since the current insurer is ‘on risk’, insureds are able to review the adequacy of their insurance contemporaneously and adjust it accordingly.

As claims may still be brought against an organisation many years after services have been provided or projects have been completed, it is often prudent for an organisation to maintain PI insurance until those potential claims become statute-barred.

Organisations should also bear in mind that because the ‘claims-made’ principle creates tail risk for insurers, changing the insurance carrier can add to the risk of the organisation’s multinational PI insurance programme not performing as expected later down the line. Also, it increases the burden on the organisation to make sure that all potential problems or errors are known and reported to the incoming insurer.

Defence costs

Defence costs incurred by an organisation to avoid or reduce its liability are typically payable in advance of any indemnity for damages. Defence costs can be particularly onerous in instances when organisations may not have access to expert lawyers or require additional support in unfamiliar overseas jurisdictions, such as emerging markets. In a global context, the quantum of potential defence costs therefore requires careful consideration, and risk managers will need to work with their insurance partners to ensure the defence costs provisions in their PI policies meet their needs.

Retroactive date

It is important to note that a retroactive date functions as an exclusion. If a retroactive date is imposed, claims arising from wrongful acts taking place prior to that date will not be covered, even if the claim is first made during the policy period. Risk managers should be aware of the impact of these types of restrictions, especially when changing insurers, so as to ensure that there are no gaps in coverage.
Companies with overseas operations in several countries may want to design a multinational insurance programme that includes local policies tailored to the individual regulatory regimes in place in each country.

Question five: How should a multinational PI insurance programme be structured to meet our needs?

It is important that organisations ensure their insurance programmes provide effective protection against risks in each of the jurisdictions in which they do business as well as the service capabilities for defence, valuation, claims adjustment and payment. There are practical, technical constraints when structuring multinational insurance programmes. However, there are some wider issues that merit consideration.

Today’s sophisticated multinational insurance programmes offer a combination of risk financing and risk transfer. A multinational programme for PI risks can be structured in a number of different ways - at the parent/headquarter level only, at the subsidiary/local affiliated offices level only, or through a combination of parent and subsidiary level protection.

A multinational programme that offers a single global master insurance policy issued to the parent company in the parent’s home jurisdiction should be designed to insure the parent, its subsidiaries and joint venture partners (and in some cases their respective directors and officers as well) against PI risks. However, it may not be enough for the parent company or the joint venture partner to arrange only a single global insurance policy, as it may not comply with local requirements. A local, ‘admitted’ policy may be required to protect the organisation’s business in the particular jurisdiction in which the subsidiary, affiliate or other majority or minority shareholders in the joint venture reside or operate.

Depending on the ownership structure or contractual relationship between and among the operations, companies with overseas operations in several countries may want to design a multinational insurance programme that includes local policies tailored to the individual regulatory regimes in place in each country. Given the changing legal and operating environment, in many cases, it may be more appropriate to structure the multinational programme through standalone local policies with appropriate local insurance and limits that are then supplemented with a ‘master umbrella policy’ issued to the parent company containing D&O/DIL coverage to fill any gaps in the coverage or limits provided under the local policies. The arrangement of having local policies for subsidiaries in the countries where they are based is common, especially in jurisdictions that mandate insurance coverage for particular risks, place restrictions on or have local requirements for unlicensed insurance covering local risks, or place an onerous process on a local risk manager or local broker seeking to procure non-admitted insurance. A locally admitted insurer will, in such cases, underwrite and issue the local policy in compliance with the local insurance laws, and will calculate and remit the applicable insurance taxes and fees. Claims under such local policies will be adjusted and paid locally.

For the parent company or headquarters, there will be a financial or economic interest in its subsidiaries and affiliated companies through shareholding or other ownership interests, or perhaps via legal or contractual obligations. In the United States, in many countries in the European Union (including the United Kingdom, France and Germany), in Switzerland, Mexico, Brazil, Australia, and countries in Asia (including Singapore and Hong Kong), financial or economic interest is insurable - the parent company may procure insurance directly for its ‘insurable interest’ in subsidiary entities. The parent policy can supplement local policies arranged by subsidiaries and offer the parent company D&O/DIL protection.

Thus, the use of an ‘insurable/financial interest’ clause can potentially assist in ultimately getting the claims payment to where it is actually required.

The types of liability insured

PI policies usually insure almost all civil claims but often exclude claims for breach of intellectual property rights and bodily injury / property damage. However, insurance for these risks can often be added to the PI policy for an additional premium. Having considered the legal requirements for insurance in the territories in which their organisation operates, risk and insurance managers should ensure that all the policies they purchase provide the organisation with the breadth of coverage required in each market.

Claims-handling requirements

Some territories impose a duty on the insurer to defend the claim against the insured organisation. If the duty to defend lies with the insurer, then it is obligated to assume control of the defence of the claim against the organisation, including selecting legal counsel and paying legal fees. In contrast, if the organisation has the duty to defend, then it will be responsible for engaging its own legal counsel. In such circumstances, the insurer will most likely require the organisation to seek the insurers’ consent before instructing legal counsel and before the insurer reimburses the organisation for funds expended in the defence of the claim.

Organisations should also satisfy themselves that their insurer has local claims-handling expertise in the markets where they have exposures, whether through the insurer’s own local presence and decision-making capability, or through a well-managed global network using third parties who are bound by clear service standards. This is a highly relevant factor when choosing a multinational PI insurer. A multinational professional services organisation can expect that the availability of local claims-handling expertise will translate into better claims service, including the prompt handling of claims, better access to experienced lawyers and investigators, and familiarity with local laws, customs and practices.

Territorial and jurisdictional limitations

In additional to checking for any other notable policy terms, conditions, limitations, and exclusions (all within a multinational context), risk and insurance managers should also ensure that the territorial (where the act is committed) and jurisdictional (where the legal demand can be submitted) limitations adequately meet the organisation’s needs.

Insuring professional indemnity risks across borders
In many countries, the parent's economic loss can be measured by reference to the subsidiary's actual loss – essentially, a form of 'agreed value' policy. In other words, if a subsidiary suffers a loss, the parent company is deemed to suffer a concomitant loss by virtue of the parent's interest, including financial, in the subsidiary. Should the local subsidiary not have the financial resources to meet local damage awards, pay fines or repatriate properties as required, the parent can also insure against its costs in meeting those amounts on the subsidiary's behalf.

From a technical perspective, the following specific questions must be asked, and a decision-making process similar to that for more traditional lines of insurance must be followed.

Questions include:
- What are the legal/contractual obligations between the local offices and the parent/headquarter office negotiating and procuring the global insurance programme?
- Is one master policy issued in the home jurisdiction sufficient to provide coverage in all global locations?
- What is the role of an 'insurable or financial interest' clause in determining what is insured and where a claim will be paid? Are the considerations different if the claim occurs outside the home jurisdiction? Does having a local policy change the considerations?
- If local policies are required in certain countries, must they be issued on an 'admitted' basis by an insurer authorised or licensed to conduct insurance business in the relevant local jurisdiction or, as in the US and Canada, will a non-admitted policy suffice?
- Must the local policies be standalone or can they mesh with the master policy, which acts as an umbrella policy providing DIC/DIL coverage in the local jurisdiction, and can the master policy insurer legally pay claims? Have all claims adjustment and payment issues been carefully considered?

The legal status of 'non-admitted' policies varies from jurisdiction to jurisdiction. For example, in the People's Republic of China, local and DIC/DIL policies can co-exist and a DIC/DIL policy can supplement or supersede the local policy, but a DIC/DIL policy may only pay claims in China when the DIC/DIL insurance company is licensed to operate in China (i.e. both the local and DIC/DIL policies must be 'admitted' policies). Thus, payment of a claim in China under what is considered a 'non-admitted' policy would be unlawful.

In contrast, in Hong Kong, local 'admitted' and 'non-admitted' DIC/DIL policies can co-exist and a 'non-admitted' DIC/DIL policy can supplement or supersede the local 'admitted' policy. The only exceptions to this are certain compulsory classes which can only be written by insurers that are authorised to carry on insurance business in Hong Kong. As a consequence, provided that the insurer is not otherwise carrying on insurance business in or from Hong Kong, it is permitted for an offshore insurer to pay claims in Hong Kong under a 'non-admitted' DIC/DIL policy.

An example of how this works is how global law firms in Hong Kong manage their PI risks. All law firms in Hong Kong are required to sign up to the compulsory Solicitors Professional Indemnity Insurance Scheme, which provides HK$10 million of basic cover for any one claim. Most firms then purchase excess insurance, either locally or via their head office (whether in London, New York or elsewhere). The excess policy typically has worldwide geographical coverage and therefore covers legal advice given abroad.

Question six:

Have we adequately considered the role of excess insurance (either over each local policy or as a single tower)?

Once a decision has been made about the structure of the master/local primary policy or policies, it is important to then take into account the impact of excess PI insurance. Insurance and risk managers need to consider whether it is possible to obtain PI insurance locally in excess of the primary policy, or whether excess insurance is only available as an umbrella tower purchased outside the jurisdictions where the organisation's risks are situated.

It is important to remember that an excess insurance policy is governed by the same insurance regulations and tax rules that apply to the primary policy and the same questions must be considered. Where is the excess insurance policy issued? What does it insure or not insure? And, perhaps most importantly of all, where can claims be paid compliantly?

Two broad options exist. Insurance and risk managers may actively seek ‘full’ limits in local jurisdictions (sometimes without asking whether the local limit or the excess limit is sufficient to cover the local risk). Alternatively, they may procure a local primary policy and then build an excess tower in the jurisdiction where their parent company is located or where excess capacity is traditionally available. Both options may be viable but need to be viewed and analysed in the context of all the jurisdictions in which the organisation operates. It would be ironic if, in the desire to increase coverage certainty, those designing the multinational PI insurance programme failed to take into account all of the issues that can actually reduce the insurance coverage available.

Like a master DIC/DIL policy issued to a parent company in the parent's jurisdiction, an excess policy issued overseas, although fully compliant in the jurisdiction where it is issued, is rarely able to compliantly pay claims or remit the appropriate premium taxes in countries where the underlying loss has occurred. So it quickly becomes clear that lack of advanced planning when structuring a single PI policy or a PI tower in the parent’s jurisdiction, or in jurisdictions where excess capacity is efficiently available, can introduce execution uncertainty, potential adverse tax consequences, and potential misrepresentation of locally available limits.

Another important issue to note when considering the interaction between a single PI insurance policy and a multinational PI insurance programme is the certificate of insurance. Where the certificate of insurance evidences both the local limit and the limit outside the jurisdiction, it may not accurately reflect the extent to which the insurance is valid locally and, therefore, may be subject to challenge. Third parties relying on the insurance limit evidenced by the certificate of insurance when procuring services from an organisation may find that insurance coverage available is, in fact, for a far lower limit. This lack of local validity occurs regardless of whether it is the local insurer evidencing local limits and the limits outside the location of risk, or an overseas insurer evidencing both the local limit and the limit it has provided on an overseas insurance policy. The question again becomes one of performance uncertainty. The limits evidenced locally may not, in the aggregate, be directly payable locally - and may not, therefore, be ‘valid and collectable’ locally.
It is important to understand that local insurance laws apply equally to primary and excess insurance, whether purchased at the parent/headquarter level or otherwise.

It must be recognised that, while certain structures – such as overseas excess/DIL tiers combined with local policies – provide the highest level of coverage certainty, they have limitations when not designed appropriately. Questions about local defence and indemnity payments should be at the forefront of any discussion to manage performance expectations.

When entering into local contracts, it is important to determine what are the local limits expected by counterparties for conducting business or what are the limits purchased by local organisations when conducting similar business.

This means that, when drafting coverage clauses for primary or excess policies or when providing local certificates of insurance, multinational organisations (and their risk and insurance managers, their brokers and insurers) should take care in adopting wording that avoids redefinition, unavailability of limits locally and other undesired consequences.

Finally, it is important to collaborate with a broker and insurer that have truly international expertise and servicing capabilities, as well as with internal and external tax, finance and legal specialists.

This combination enables the parties to work together to plan and document a clear risk financing strategy that is complemented by an appropriate transfer of excess risk, and to ensure the multinational insurance programme achieves performance certainty.

Conclusions

Ultimately, the main considerations when structuring a global insurance programme are similar, whether the programme is designed to insure PI or other risks.

1. What is the legal status of each of the entities in our global organisation (stock corporation, limited liability partnership, joint venture, etc.)?

2. What professional services do we provide? Do we provide the same professional services in each of the countries where we operate, or do these differ from country to country?

3. What are the legal requirements for PI insurance in our home country, and in each of the other countries in which we offer services?

4. Should we choose a globally integrated multinational PI insurance programme or is a standalone, country-by-country insurance programme best for us?

5. Is an integrated global PI programme possible given the countries in which our organisation operates?

6. If we choose a standalone PI programme, rather than a multinational programme, what are the challenges in managing consistency of insurance coverage, claims and cash flow?

7. If we choose an integrated solution, does our corporate legal status allow us to manage the procurement of insurance on behalf of all of our entities worldwide?

8. How do we ensure appropriate local limits and implement the most robust umbrella/excess protection at the parent level?

9. How will our umbrella/excess policy respond when a local policy does not insure a claim? Where will claims be paid?

10. If our organisation is indemnified at the parent level for a claim made against it in a local country, what issues must we consider when we remit the claims proceeds to that local country?
About Chubb

On 14 January 2016, ACE Limited acquired The Chubb Corporation, creating a global insurance leader operating under the renowned Chubb name.

The new Chubb is the world’s largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

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Kennedys is a leading international law firm that has in excess of 1,200 staff worldwide, with 21 offices in Europe, the United States, Asia Pacific and the Middle East, and an active network of associated offices and co-operations around the world.

The authors acknowledge and thank Suneeti Kaushal, Insurance Manager at Ikano Insurance Advisory in Luxembourg where she is responsible for the structuring and placement of global insurance programmes for IKEA, Inter IKEA, and Ikano, for providing thoughtful comments and insight from an insurance buyer’s perspective.