

# PAMIA RULES

2021 Edition

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## **1 FIRST APPLICATION FOR INSURANCE**

- 1.1 An Eligible Practice which wishes to be insured or reinsured by PAMIA must make an application in such form as may be required by PAMIA and must make a fair presentation of the risk by providing all material particulars and information to PAMIA and by ensuring that all such particulars and information provided are true so far as the same are within the Eligible Practice's knowledge or could with reasonable diligence have been ascertained by the Eligible Practice.
- 1.2 An Eligible Practice which wishes to be insured or reinsured by PAMIA must undertake that it will also complete an application for Insurance for the next Policy Year.
- 1.3 In considering an application by an Eligible Practice for Insurance, PAMIA shall consider whether from an underwriting perspective there is compatibility between the conduct of the Eligible Practice's Intellectual Property Business and that of the generality of the Members, and make such decisions as to compatibility as PAMIA in its absolute discretion thinks fit.
- 1.4 PAMIA may accept or refuse an application by an Eligible Practice for Insurance without giving any reason.
- 1.5 On or before the acceptance of an application by an Eligible Practice for Insurance, PAMIA shall tender in writing the terms and conditions that will apply to such Insurance, including the Premium to be paid to PAMIA in respect of such Insurance.
- 1.6 Upon acceptance of an application by an Eligible Practice for Insurance and payment of the Premium PAMIA will issue a Certificate of Insurance to the Eligible Practice and it shall become an Insured Practice.
- 1.7 An application by an Eligible Practice for Insurance shall be deemed also to constitute an application by such Eligible Practice, but not any Subsidiary or Affiliate thereof, (or in the case of an Eligible Practice which is a partnership, by the Representative Partner of such Eligible Practice) to become a member of PAMIA, and any acceptance of such application for Insurance shall be deemed also to be an acceptance of such deemed application for membership.

## **2 APPLICATION FOR RENEWAL OF INSURANCE**

- 2.1 Prior to each Insured Practice's Renewal Date each year PAMIA will invite such Insured Practice to complete a renewal application form and the Insured Practice must complete the application form and must make a fair presentation of the risk by providing all material particulars and information to PAMIA and by ensuring that all such particulars and information provided are true so far as the same are within the Insured

Practice's knowledge or could with reasonable diligence have been ascertained by the Insured Practice.

- 2.2 Subject to its obligations under the undertaking referred to in Rule 1.2 or any other undertaking it may have given to PAMIA, an Insured Practice which does not wish to renew an existing contract of Insurance with PAMIA on its expiry shall give notice to that effect to PAMIA not later than four months prior to the date of such expiry. An Insured Practice which does not renew an existing contract of Insurance with PAMIA on its expiry without having given at least four months' notice of its wish not to renew shall pay to PAMIA an additional Premium equivalent to one third of its gross annual Premium payable to PAMIA in the Policy Year in which it should have given notice of its wish not to renew its insurance.
- 2.3 PAMIA may accept or refuse an application by an Insured Practice to renew its Insurance without giving any reason.
- 2.4 On or before the acceptance of any application by an Insured Practice to renew its Insurance, PAMIA shall tender in writing the terms and conditions that will apply to such Insurance, including the Premium to be paid to PAMIA in respect of such Insurance.
- 2.5 If an Insured Practice fails to submit a satisfactory renewal application form prior to the Renewal Date its Insurance with PAMIA will cease with effect from the expiry of the Period of Insurance ending immediately prior to the Renewal Date although PAMIA may at its discretion permit an Insured Practice to submit its renewal application after the Renewal Date on such terms and subject to such conditions as it considers appropriate.

### **3 CONTRACT OF INSURANCE**

- 3.1 As soon as reasonably practical after the acceptance of any application for Insurance and payment by the Insured Practice of the Premium, PAMIA shall issue a Certificate of Insurance. This Certificate of Insurance shall evidence the contract of Insurance between PAMIA and the Insured Practice.
- 3.2 The cover provided to an Insured Practice shall be on such terms as may be contained in the Terms of Cover as approved or amended by the Directors from time to time.
- 3.3 An Insured Practice shall notify PAMIA immediately of any changes which might cause it to cease to come within the definition of Eligible Practice whereupon PAMIA shall be entitled in its absolute discretion to terminate or vary the terms of the Insurance.
- 3.4 An Insured Practice whose Insurance has not been terminated pursuant to Rule 3.3 shall notify PAMIA immediately of any changes in in any material information provided in accordance with Rule 1.1, or Rule 2.1

including any changes its ownership or control whereupon PAMIA shall be entitled in its absolute discretion to terminate or vary the terms of the Insurance.

- 3.5 PAMIA shall be entitled in its absolute discretion to terminate or vary the terms of the Insurance of an Insured Practice which fails to comply with Rule 3.3 or Rule 3.4 with effect from the date on which notice pursuant to Rule 3.3 or 3.4 should have been given.

#### **4 MEMBERSHIP**

- 4.1 On the first occasion that an Eligible Practice which is a partnership makes an application pursuant to Rule 1.1 it shall, together with such application, make such nomination and provide such declaration of trust as is specified in Article 4(B) of the Articles.

- 4.2 If the Representative Partner shall cease to be a partner of his Insured Practice or if he shall cease for any reason to be a member of PAMIA, but there shall continue to be a subsisting contract of Insurance between his Insured Practice and PAMIA, the Insured Practice shall forthwith notify PAMIA and make a further nomination in compliance with Article 4(D) of the Articles.

- 4.3 If PAMIA refuses any application for Insurance, or if the Insurance of an Insured Practice is cancelled in accordance with Rule 9.2, the Insured Practice shall thereupon be released from its obligations to make further applications for Insurance pursuant to the undertaking referred to in Rule 1.2. Nothing in the foregoing, however, shall be deemed to reduce or waive the liabilities of any Insured Practice set out in Rule 10 below or elsewhere in these Rules.

- 4.4 The partners from time to time of an Insured Practice (being a partnership) shall be jointly and severally liable in respect of any liability or obligations of the Insured Practice or its Representative Partner arising under the Memorandum or the Articles as if each of such partners were a member of PAMIA but shall be entitled to the benefit of any right conferred on the Insured Practice or its Representative Partner by the Memorandum or the Articles.

#### **5 PREMIUM**

- 5.1 When or before an application for or to renew Insurance is accepted, the Eligible Practice or the Insured Practice and PAMIA shall agree the Premium payable in respect of the Policy Year in which the Insurance will be effective.

- 5.2 In deciding upon the Premium, PAMIA may take into account all matters which it may consider relevant including (without prejudice to the generality of the foregoing):
- (a) the degree of risk estimated to be involved in the proposed Insurance;
  - (b) the requirement for funds to meet the claims, expenses and outgoings of the Insurance business of PAMIA in respect of such Policy Year;
  - (c) the requirement for funds to meet such of the general expenses of PAMIA as PAMIA may think fit to charge against the Insurance business of PAMIA in respect of such Policy Year;
  - (d) the requirement for funds for such transfers to the reserves of PAMIA and for subsequent application for the purposes of such reserves or otherwise as PAMIA may think expedient; or
  - (e) the requirement for funds for such transfers as PAMIA may think proper to meet any deficiency which has occurred or may be thought likely to occur in respect of any Closed Policy Year.
- 5.3 Every person who is a partner in an Insured Practice (being a partnership) at the commencement of any relevant Period of Insurance and every person who during such Period becomes a partner in such Insured Practice shall be jointly and severally liable for any Premium payable by such Insured Practice in respect of or by reference to such Period of Insurance provided that PAMIA may at its discretion and on such terms as it thinks fit release any person who ceases to be a partner by reason of death, retirement or otherwise (and his estate or legal representatives) from liability for any Premium payable after the date of such cessation.
- 5.4 PAMIA may make the Premium subject to such rebates and/or deferrals as it shall determine, which shall be granted upon such terms and conditions PAMIA may specify.

## **6 SUPPLEMENTARY PREMIUMS**

- 6.1 At any time during or after the end of each Policy Year (but not after such Policy Year has been closed) PAMIA may decide to levy in respect of that year one or more Supplementary Premiums provided that a Supplementary Premium may not be levied until all deferred and/or rebated Premiums in respect of that year have been debited (whether or not all such Premiums shall have been fully paid).
- 6.2 Any Supplementary Premium on an Insured Practice shall be expressed as a percentage of the total of the Premium payable in respect of a Policy Year and an Insured Practice shall be bound to pay by way of

Supplementary Premium a sum ascertained by multiplying such percentage by the amount the Premium paid or payable by that Insured Practice in respect of such Policy Year.

- 6.3 If PAMIA decides to levy any Supplementary Premium in respect of a Policy Year in which the Premium has been subject to any deferral, PAMIA shall levy a special call on all Insured Practices granted any such deferral of any amount up to the total of such deferral prior to levying a Supplementary Premium on all Insured Practices.

## **7 PAYMENT OF PREMIUMS OR SUPPLEMENTARY PREMIUMS**

- 7.1 Subject to these Rules, every Premium or Supplementary Premium shall be payable at such rate or in such amount, in such instalments and on such dates as PAMIA may determine from time to time.
- 7.2 As soon as reasonably practicable after the rate or amount of any Supplementary Premium shall have been so fixed, PAMIA shall notify each Insured Practice concerned:
- (a) of such rate or amount;
  - (b) of the amount payable by such Insured Practice; and
  - (c) of the date on which the Supplementary Premium concerned is payable or, if such Supplementary Premium is payable by instalments, of the amounts of such instalments and the respective dates on which they are payable.
- 7.3 No claim of any kind whatsoever by an Insured Practice against PAMIA shall constitute any set-off against the Premiums or Supplementary Premiums or other sums of whatsoever nature due to PAMIA or shall entitle an Insured Practice to withhold or delay payment of any such sum.
- 7.4 Without prejudice to the rights and remedies of PAMIA under any of these Rules, if any Premium or Supplementary Premium or instalment or part thereof or any other sum of whatsoever nature due from any Insured Practice is not paid by such Insured Practice on or before the date specified for payment thereof, such Insured Practice shall on demand pay interest on the amount not so paid from and including the date so specified down to the date of payment at such compound or other rate and together with such administration charge, in each case as PAMIA may determine from time to time.
- 7.5 If any Premium or Supplementary Premium or other payment due from an Insured Practice to PAMIA in relation to a Policy Year is not paid and if PAMIA decides that payment cannot be obtained, the sums required to make good any resulting shortfall or deficiency in the funds of PAMIA shall be deemed to be expenses of PAMIA and to meet such

expenses PAMIA may either apply the reserves thereto, or levy a Supplementary Premium upon those Insured Practices liable to pay Supplementary Premiums in respect of such Policy Year, or adopt any combination thereof.

## **8 RELEASE FROM PREMIUMS OR SUPPLEMENTARY PREMIUMS**

8.1 Upon an Insured Practice ceasing to be insured by PAMIA for any reason, PAMIA may:

- (a) release the Insured Practice from further Premiums or Supplementary Premiums, wholly or partly, upon such terms as PAMIA may decide;
- (b) assess as at the date upon which the Insured Practice so ceased to be insured by PAMIA, an amount which PAMIA in its discretion considers represents the likely liability of the Insured Practice for further Premiums or Supplementary Premiums.

8.2 If PAMIA shall exercise its Powers under Rule 8.1 then the Insured Practice shall be under no liability for any Supplementary Premiums which PAMIA may decide to levy after the date of a release given under Rule 8.1(a) or after the date of an assessment made under Rule 8.1(b) and the Insured Practice shall have no right to share in any return of Premiums or Supplementary Premiums or other receipts which PAMIA may thereafter decide to make.

## **9 CESSER OF INSURANCE AND CANCELLATION**

9.1 An Insured Practice shall forthwith cease to be insured by PAMIA:-

9.1.1 in the case of a partnership, limited liability partnership or company

- (a) if it is dissolved;
- (b) if it ceases to carry on its Practice;
- (c) if an order is made for its dissolution by the Court;
- (d) if an order is made for the appointment by the Court of a receiver of the Insured Practice;
- (e) if it makes any composition or arrangement with its creditors; or
- (f) if it ceases to be an Eligible Practice and the Directors so determine.

9.1.2 in the case of a sole practitioner,

- (a) save as provided in Rule 11.4, upon his death;

- (b) if he ceases to carry on his Practice;
- (c) if a receiving order is made against him;
- (d) if he becomes bankrupt;
- (e) if he makes any composition or arrangement with his creditors generally;
- (f) if he becomes incapable by reason of mental disorder of managing or administering his property and affairs; or
- (g) if he ceases to be an Eligible Practice and the Directors so determine.

9.2 Where an Insured Practice has failed to pay, either in whole or in part, any amount due to PAMIA, PAMIA may give notice in writing requiring payment of such amount by any date specified in such notice, not being less than seven days from the date on which such notice is despatched. If an Insured Practice fails to make such payment in full on or before the date so specified, the Insurance of that Insured Practice and of any person who is named on any Certificate of Insurance issued or which should have been issued to such Insured Practice shall be cancelled forthwith without further notice or other formality.

9.3 For the purposes of determining whether any (and, if so what) sum is due to PAMIA, no account shall be taken of any amount due or alleged to be due by PAMIA to the Insured Practice on any grounds whatever, and no set-off of any kind (including set-off which might otherwise have arisen by reason of the bankruptcy of the Insured Practice) shall be allowed against such sum (whether or not any set-off has been allowed at any time in the past), except to the extent (if any) to which any sum demanded by PAMIA as due and required to be paid may have already allowed for a set-off or credit in favour of the Insured Practice.

9.4 If, following the death of a sole practitioner, his personal representatives determine to carry on his Practice and give notice thereof to PAMIA within one month of the date of death, PAMIA may determine that PAMIA shall (unless such Insurance ceases or is cancelled for any other reason) continue to insure the personal representatives on the same terms and conditions (save as provided below) as applied to the contract of Insurance between PAMIA and the sole practitioner for a period not exceeding 12 months from the date of death ("the Extension Period"). If during the Extension Period the period of Insurance specified in the relevant Certificate of Insurance expires and the personal representatives wish to renew the contract of Insurance, PAMIA shall upon application made in accordance with the Rules renew such contract for a period not exceeding the Extension Period on the same terms and conditions, save as to Premium and as provided below, as applied to the expired contract. PAMIA may, as a condition of the continuation or renewal of the Insurance, require that the Practice shall be carried on



subject to the appointment of an appropriately professionally qualified supervisor approved by PAMIA, who shall be appointed by the personal representatives at their expense and on such terms as PAMIA may approve.

## **10 EFFECT OF CESSER OF INSURANCE AND CANCELLATION**

10.1 When an Insured Practice ceases to be insured by virtue of Rule 9.1:

(a) such Insured Practice shall be and remain liable for all Premiums and Supplementary Premiums (including Premiums and Supplementary Premiums which have not been levied at the date of such cessation) and other sums which are or may be payable by such Insured Practice in respect of (a) the whole of the Period of Insurance in which the date of cessation occurs and in respect of the Policy Year to which it attaches; and (b) every preceding Policy Year in respect of which such Insured Practice was insured by PAMIA; and

(b) PAMIA shall have no further liability to such Insured Practice of whatsoever nature save to the extent that it may be liable under any contract of Insurance to such Insured Practice under any such contract for all claims in respect of which notice has been given in accordance with the Terms of Cover prior to the date of cessation.

(c) PAMIA may provide run-off cover on such terms and for such period as PAMIA in its absolute discretion may decide.

10.2 When the Insurance of an Insured Practice is cancelled in accordance with Rule 9.2: -

(a) such Insured Practice shall be and remain liable for all Premiums and Supplementary Premiums (including Premiums and Supplementary Premiums which have not been levied at the time of such cessation) and other sums payable by such Insured Practice in respect of (a) the whole of the Period of Insurance in which cancellation occurs and in respect of the Policy Year to which it attaches; and (b) every preceding Policy Year in respect of which such Insured Practice was insured by PAMIA; and

(b) PAMIA shall with effect from the date of cancellation have no liability to such Insured Practice of whatsoever nature and, without prejudice to the generality of the foregoing, shall have no liability under any contract of Insurance to such Insured Practice for any claims of whatsoever kind under the Insurance provided by PAMIA:

- i. irrespective of whether such claims arise out of any claim made against the Insured Practice or matter notified to PAMIA at any time prior to the date of cancellation including any time within a previous Period of Insurance;

- ii. irrespective of whether such claims arise by reason of any claim made against the Insured Practice or matter notified to PAMIA after the date of cancellation;
- iii. irrespective of whether PAMIA may have admitted liability for such claims;
- iv. irrespective of whether PAMIA at the date or prior to the date of cancellation knew that such claims might or would arise,

and as from the date of cancellation any liability of PAMIA for such claims shall terminate retrospectively and PAMIA shall be under no liability to such Insured Practice for any such claims or on any account whatsoever;

Provided always that:

- (1) PAMIA may, upon such terms as it thinks fit including but not restricted to terms as to the payment of Premiums or Supplementary Premiums or other sums, admit either in whole or in part any claim for which PAMIA is under no liability by virtue of Rules 10.1 or 10.2, whether such claim has arisen before or arises after the date of cessation or the date of cancellation as the case may be, or remit either in whole or in part any payment of Premiums or Supplementary or other sums due to PAMIA.
  - (2) Where an application for Insurance by PAMIA is received from an Eligible Practice or Insured Practice (hereinafter called a "Successor Practice") which succeeds to the whole or part of the business of an Insured Practice (hereinafter called a "Predecessor Practice") whose Insurance has ceased under Rule 9.1 PAMIA may, in its discretion and to such extent as it thinks fit, take into account any Premiums or Supplementary Premiums paid or payable by the Predecessor Practice in respect of the Period of Insurance in which such cessation occurred and, if appropriate, the period during which Insurance was provided by PAMIA to such Predecessor Practice in determining the Premium of the Successor Practice for the same or any subsequent Period of Insurance.
- 10.3 PAMIA may determine that the whole or any part of Rules 9 and 10 shall not apply generally to Insured Practices which are or were insured by PAMIA or specifically to Insured Practices which are or were so insured, and PAMIA may decide that such determination applies retrospectively.

## 11 RESERVES

- 11.1 PAMIA may establish and maintain such reserve funds or other reserve accounts for such contingencies or purposes as PAMIA thinks fit.

- 11.2 Without prejudice to the generality of Rule 11.1, PAMIA may establish and maintain reserves to provide a source of funds which may be applied for any general purpose of PAMIA including the following:-
- (a) to stabilise the level of Supplementary Premiums and to eliminate or reduce the need to levy a Supplementary Premium in respect of any Policy Year, past, present or future;
  - (b) to eliminate or reduce a deficiency which has occurred or may be thought likely to occur in respect of any Closed Policy Year;
  - (c) to protect PAMIA against any actual or potential losses in connection with its investments.
- 11.3 PAMIA may apply the sums standing to the credit of any reserve for any of the purposes for which the reserve was maintained even though such sums are paid in respect of any different Policy Year from that from which the funds originated. PAMIA may also apply the sums standing to the credit of any reserve for any other or different purposes whenever PAMIA determines this to be in the interest of PAMIA. PAMIA may also at any time decide to transfer sums from one reserve to another.
- 11.4 The funds required to establish such reserves or accounts may be raised in either or both of the following ways:
- (a) PAMIA, when deciding on the rate or amount of any Premium or Supplementary Premium for any Policy Year, may resolve that any specified amount or proportion of such Premium or Supplementary Premium shall be transferred to and applied for the purposes of any such reserve or account;
  - (b) PAMIA may on the closing of any Policy Year or at any time or times thereafter resolve that any specified amount or proportion of the funds standing to the credit of that Policy Year shall be transferred to and applied for the purposes of any such reserve or account.
- 11.5 If PAMIA shall resolve as set out in Rule 11.4.(a), then PAMIA shall inform the Insured Practices who are liable to pay Premiums and Supplementary Premiums in respect of such Policy Year on or before the time that payment is demanded.

## **12 CLOSING OF POLICY YEARS**

- 12.1 PAMIA shall, with effect from such date after the end of each Policy Year as it thinks fit, declare that such Policy Year shall be closed.
- 12.2 After any Policy Year shall have been closed, no further Supplementary Premiums may be levied in respect of that Policy Year.
- 12.3 PAMIA may decide that any Policy Year be closed notwithstanding that it is known or anticipated that there are in existence or may in the future

arise claims, expenses or outgoings in respect of such Policy Year which have not yet accrued or whose validity, extent or amount have yet to be established.

- 12.4 If upon or after the closing of any Policy Year or of any Policy Years which, pursuant to Rule 12.6, are treated as a single Closed Policy Year it shall appear to PAMIA that the whole of the Premiums and Supplementary Premiums and other receipts in respect of such Policy Year (and of all transfers from reserves and provisions made for the credit or in respect of such Policy Year) are unlikely to be required to meet the claims, expenses and outgoings arising in respect of that Policy Year then PAMIA may decide to dispose of any excess which in its opinion is not so required in one or both of the following ways:-
- (a) by transferring the excess or any part thereof to the reserves of PAMIA in accordance with Rule 11; or
  - (b) by returning the excess or any part thereof to those Insured Practices who were liable to pay Premiums in respect of such Policy Year in accordance with Rule 12.7.
- 12.5 If at any time after a Policy Year shall have been closed, it shall appear to PAMIA that the claims, expenses and outgoings arising in respect of that Policy Year exceed or are likely to exceed the totality of the Premiums and Supplementary Premiums and other receipts in respect of such Policy Year (and of all transfers from reserves and provisions made for the credit of or in respect of such Policy Year), then PAMIA may decide to provide for such deficiency in any one or more of the following ways:-
- (a) by transferring funds from the reserves of PAMIA;
  - (b) by transferring funds standing to the credit of any different Closed Policy Year;
  - (c) by levying a Supplementary Premium in respect of any Policy Year (other than a Closed Policy Year) with the intention of applying a part thereof to meet any such deficiency. If PAMIA shall so resolve then PAMIA shall inform the Insured Practices who are liable to pay Supplementary Premiums in respect of such Policy Year on or before the time that payment is demanded,
- 12.6 At any time after any Policy Year shall have been closed, PAMIA may resolve to amalgamate the accounts of any two or more Closed Policy Years and the Closed Policy Years concerned shall for all purposes be treated as though they constituted a single Closed Policy Year to which all the Insured Practices who paid Premiums in respect of the two or more Closed Policy Years concerned shall be deemed to have contributed.

- 12.7 Any amount which PAMIA may decide to return to those Insured Practices in accordance with Rule 12.4.(b) shall be returned to them in proportion to the Premiums paid by them in respect of such Policy Year, provided that no return shall be made to any Insured Practice whose liability for Premiums and Supplementary Premiums has been assessed or which has been released in accordance with the provisions of Rule 8.

### **13 REINSURANCE OF PAMIA'S RISKS**

PAMIA may reinsure or cede the whole or any part or proportion of any risks insured by PAMIA with or to such reinsurers and on such terms as PAMIA shall consider appropriate.

### **14 REINSURANCE OF THE NOMINATED FRONTING INSURER**

- 14.1 Save insofar as expressly prohibited by these Rules, PAMIA may enter into contracts of reinsurance with the Nominated Fronting Insurer whereby PAMIA agrees to reinsure, whether the whole or in part, risks relating to any policy of Insurance which, if any application were made by an Eligible Practice in relation to such policy under Rule 1.1 in respect of liabilities, loss and damage and costs and expenses (subject always to the exclusions and conditions applicable thereto set out in these Rules) the Directors would have been entitled to accept. The consideration payable to PAMIA and the terms and conditions on which such reinsurance is accepted by PAMIA shall be such as are agreed between PAMIA and the Nominated Fronting Insurer. Save where otherwise agreed in writing, the Reinsured shall be in every respect subject to and bound by the provisions of these Rules as though it were an Insured Practice.

- 5.2 It shall be a term of any such contract of reinsurance that the Reinsured shall do all things reasonably within its power that PAMIA may require to exercise rights of recovery, subrogation or indemnity or any similar rights.

### **15 INVESTMENT**

- 15.1 The funds of PAMIA may be invested by means of the purchase of such stocks, shares, bonds, debentures or other securities or the purchase of such currencies, commodities, or other real or personal property, or by means of being deposited in such accounts as PAMIA may decide. The funds of PAMIA may also be invested by such other method as PAMIA may approve.
- 15.2 Unless PAMIA otherwise decides, all the funds standing to the credit of any Policy Year or of any reserve or of any account shall be

pooled and invested as one fund.

- 15.3 When funds are pooled as provided in Rule 14.2 the investment income arising on the pooled funds (taking into account any capital gains or losses and any gains or losses made on conversion from one currency to another) shall be apportioned among and between the different Policy Years, reserves and accounts from which the fund or funds so invested originated, in such manner as to ensure so far as possible that each is credited with a proportion of such income corresponding to the proportion which the amount standing to the credit of the Policy Year, reserve or account over the period during which the income arose, bears to the total of the pooled funds over the same period.
- 15.4 Without prejudice to Rule 14.3 PAMIA may direct that, after the closing of any Policy Year, that Year shall not be credited with any share of the apportionments made under Rule 14.3 and that its share shall instead be credited to any reserve or account maintained by PAMIA.

## **16 MANAGERS REMUNERATION**

The Managers shall be remunerated by PAMIA on such basis as may be approved from time to time by the Directors.

## **17 DELEGATION**

Whenever any power, duty or discretion is stated in these Rules to be vested in PAMIA, such power, duty or discretion shall be exercisable by the Directors unless the same shall have been delegated to any committee of the Directors or to the Managers in accordance with the provisions as regards delegation contained in the Articles, in which event the power, duty or discretion may be exercised by any person to whom the same shall have been so delegated.

## **18 SET-OFF**

Without prejudice to any other provision of these Rules, PAMIA may set off any amount due from an Insured Practice against any amount due to such Insured Practice or any person who is or was specified in a Certificate of Insurance issued to such Insured Practice.

## **19 NOTICE**

- 19.1 A notice required under these Rules to be served on PAMIA may be served by sending it through the post in a prepaid letter or by personal delivery or by facsimile transmission addressed to PAMIA at PAMIA's registered office or by email sent to [info@pamia.co.uk](mailto:info@pamia.co.uk).
- 19.2 A notice required under these Rules to be served on an Eligible Practice or an Insured Practice may be served by sending it through the post in a prepaid letter, or by personal delivery, or by facsimile transmission addressed to the Eligible Practice or the Insured Practice at the address

which is its last known address to the knowledge of PAMIA or by email to the Insured Practice or Eligible Practice at the email supplied to PAMIA by the Insured Practice or Eligible Practice.

- 19.3 Any such notice if served by post shall be deemed to have been served on the day after it was posted, and if served by facsimile transmission or personal delivery shall be deemed to have been served on the day on which it was transmitted.

## **20 DISPUTES**

If any difference or dispute shall arise between PAMIA and any Insured Practice out of or in connection with these Rules or any contract between them or as to the rights or obligations of PAMIA or the Insured Practice thereunder or in connection therewith,

(a) the Insured Practice shall request in writing the Directors to consider or reconsider the difference or dispute and the Directors shall so consider or reconsider and respond in writing within a reasonable time of receipt of such request,

(b) if the Insured Practice is dissatisfied with such response such difference or dispute shall be referred to the sole arbitration of Queen's Counsel or professional person of similar standing, to be appointed (failing agreement between them) by the Chairman of the Bar for the time being, whose decision shall be final and binding upon both parties or may, at the election of the Insured Practice, be determined only by the High Court of Justice in England.

## **21 GOVERNING LAW**

These Rules and any contract of Insurance between PAMIA and any Insured Practice shall be governed by and construed in accordance with English Law and each of the parties to any such contract shall be taken to have agreed to submit to the non-exclusive jurisdiction of the English Courts.

## **22 GENERAL PROVISIONS**

- 22.1 In the event of any inconsistency between any specific provision of the Rules and the Memorandum and the Articles, the Memorandum and Articles shall prevail.
- 22.2 Subject to the Articles and as stated herein, the Rules govern the conduct of business of PAMIA and apply to and are incorporated or deemed to be incorporated in every Insurance given by PAMIA. Each Eligible Practice and Insured Practice shall be deemed to have full knowledge of these Rules and to have agreed that it is in every respect

subject to and bound by them and the Memorandum and the Articles.

- 22.3 PAMIA may determine that no claim by an Insured Practice shall be met by PAMIA unless and until such Insured Practice shall have paid all outstanding Premiums and Supplementary Premiums in accordance with the Rules.
- 22.4 Where under the Rules PAMIA is entitled to make or pass any decision, determination, declaration or resolution it shall have absolute discretion to make such decision, determination, declaration or resolution as it thinks fit and shall not be under any obligation to give any reason therefor.
- 22.5 These Rules shall be subject to alteration as provided from time to time in accordance with the Articles.

## 23 INSURANCE ACT 2015

Upon its entry into force, the Insurance Act 2015 will apply to these Rules except to the extent that such terms may have been amended or excluded by the Terms of Cover.

## 24 DEFINITIONS

In these Rules, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite them respectively in the second column thereof, if not inconsistent with the subject or context:

Affiliate	Any company or other entity, whether or not with legal personality, which is directly or indirectly under the control or joint control of an Eligible Practice. For this purpose, an Eligible Practice is deemed to be in control of a company or entity if it (a) owns, directly or indirectly, more than 50 percent of the capital of the company or entity or (b), in the absence of such ownership interest, substantially has the power to direct or cause the direction of the management and set the policies of such company or entity.
Articles	The Articles of Association for the time being of PAMIA
Certificate of Insurance	A certificate issued by PAMIA pursuant to Rule 3.2 including all endorsements thereon.
Closed Policy Year	A Policy Year of PAMIA which PAMIA shall have resolved shall be closed.
Corporate Member	The meaning given to the term by C.I.T.M.A.



of C.I.T.M.A.

**Deductible** The amount stated in the Certificate of Insurance for which the Insured Practice is responsible in respect of any one claim made against it

**Directors** The Board of Directors for the time being of PAMIA

**Eligible Practice** A sole practitioner, a partnership, a limited liability partnership or a company (a) whose work is predominantly patent or trade mark work and (b) at least half of whose work is carried out in the United Kingdom of Great Britain and Northern Ireland, European Union, European Economic Area, Isle of Man, Channel Islands, Hong Kong and Singapore and (c) which is regulated by IPReg, if it is a UK-based practice, and (d) which satisfies the following criteria:

- (a) In the case of a sole practitioner, he is a U.K. Chartered Patent Attorney or a U.K. Registered Patent Attorney or a Corporate Member of C.I.T.M.A. or an Irish Registered Patent Agent or an Irish Registered Trade Mark Attorney; or
- (b) In the case of a partnership, at least half the partners are U.K. Chartered Patent Attorneys or U.K. Registered Patent Attorneys or Corporate Members of C.I.T.M.A. or Irish Registered Patent Agents or Irish Registered Trade Mark Attorneys; or
- (c) In the case of a limited liability partnership, at least half the members are U.K. Chartered Patent Attorneys or U.K. Registered Patent Attorneys or Corporate Members of C.I.T.M.A. or Irish Registered Patent Agents or Irish Registered Trade Mark Attorneys and such members own at least half the equity in the limited liability partnership; or
- (d) In the case of a company, at least half of the directors, and the shareholder(s) who own at least half of the company's Equity Securities, are U.K. Chartered Patent Attorneys or U.K. Registered Patent Attorneys or Corporate Members of C.I.T.M.A. or Irish Registered

Patent Agents or Irish Registered Trade Mark Attorneys.

A sole practitioner, partnership, limited liability partnership or company which does not fulfil the above criteria shall be deemed to be an Eligible Practice if it applies to be deemed an Eligible Practice and 75% of Directors present at a Board Meeting where its application is considered resolve in their absolute discretion that it is compatible with the practices of the generality of the Insured Practices and should be deemed an Eligible Practice.

All references to an Eligible Practice whose application for Insurance has been successful shall include any Subsidiary or Affiliate of the Eligible Practice named on the Certificate of Insurance.

Employee	Any person including any trainee or consultant under a contract of service with the Insured Practice at the time of any neglect, error or omission giving rise to a claim
Equity Securities	As defined in S.94(2) of the Companies Act 1985 but to include subscriber and bonus shares
In writing	Visibly expressed in any mode of permanently representing or reproducing words, including facsimile transmission, email and other electronic formats
Insurance	Includes co-insurance and reinsurance as the context permits
Insured Practice	An Eligible Practice whose application for Insurance has been accepted by PAMIA under Rule 1 or Rule 2, including any Subsidiary or Affiliate thereof which is named on the Certificate of Insurance.
Intellectual Property Business	The provision of services relating to all or any of patents, designs, copyright, trade marks, unregistered design rights, utility models, domain names, plant varieties and the like or foreign equivalents, and actions and rights arising out of the possession of goodwill, confidential information or know-how or related thereto
C.I.T.M.A.	The Chartered Institute of Trade Mark Attorneys
Irish Registered	Persons whose names are for the time being entered

Patent Agents	on the Irish register of patent agents kept pursuant to Section 106 of the Patents Act 1992
Irish Registered Trade Mark Attorneys	Persons whose names are for the time being entered on the Irish Register of Trade Mark Agents and who are also corporate members of the Irish Association of Patent and Trade Mark Attorneys
Managers	The Managers for the time being of PAMIA
Memorandum	The Memorandum of Association of PAMIA
Nominated Fronting Insurer	UK P&I Club N.V. and/or such other company as PAMIA may nominate from time to time
PAMIA	PAMIA Limited or, as the context requires where PAMIA is acting as a reinsurer, the Nominated Fronting Insurer
Period of Insurance	The period referred to in Term of Cover 5.1.
Policy Year	A year from 0000 hours GMT on any 1 <sup>st</sup> July to 2400 hours GMT on the next following 30 June.
Predecessor Practice	A person or persons, being a sole practitioner or body corporate or a partnership or a limited liability partnership to which an Eligible Practice or Insured Practice has succeeded to the whole or part of its business as specified in the Certificate of Insurance
Premium	In relation to any contract of Insurance between an Insured Practice and PAMIA the amount agreed between the Insured Practice and PAMIA pursuant to Rule 5
Reinsured	Any Insured Practice whose Insurance with the Nominated Fronting Insurer is reinsured by PAMIA
Renewal Date	The date on which the Insurance of any Insured Practice shall become renewable
Representative Partner	The partner nominated by a partnership as referred to in Rule 4 and as more fully described in Article 4 of the Articles of PAMIA
Rules	These Rules as from time to time amended and for the time being in force
Subsidiary	A company of which an Eligible Practice is a shareholder or member and which the Eligible Practice (a) controls alone, pursuant to an agreement

	with other shareholders, a majority of the voting rights in it or (b) has the right to nominate, appoint or remove a majority of its management team or board of directors and shall include a company which itself is a Subsidiary of a Subsidiary.
Supplementary Premium	A Supplementary Premium payable pursuant to Rule 6
UK Chartered Patent Attorneys	Persons who are Fellows for the time being of the Chartered Institute of Patent Attorneys.
UK Registered Patent Agents	Persons whose names are for the time being entered on the register of patent agents kept pursuant to S.275 of the Copyright, Designs & Patents Act 1988.
UK Registered Trade Mark Agents	Persons whose names are for the time being entered on the register of trade mark agents kept pursuant to S.83 of the Trade Marks Act 1994.

*Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender shall also include the feminine.*

*Subject to Rule 9.4, references to a sole practitioner shall, unless the context otherwise requires, include references to the personal representatives of a deceased sole practitioner.*

## **25 DATA PROTECTION**

PAMIA will process all personal data provided by you in accordance with current UK data protection legislation.

PAMIA will use your personal data for the purposes set by this policy and to enable Thomas Miller to monitor performance, conduct business and fulfil all legal, regulatory and contractual obligations.

As part of PAMIA processing, it is sometimes necessary to share your personal information with other organisations. PAMIA will only share your personal data with other organisations that are necessary for the execution of processing that support the purposes set by this policy.

Your personal data collected by PAMIA may be stored and processed in the United Kingdom or another country in which PAMIA or associated third parties maintain facilities. Should PAMIA need to transfer your personal data as part of processing associated with this policy, PAMIA will take all reasonable measures to ensure that transfers of your personal data only

go to third parties that also comply with current UK data protection legislation or there is a lawful circumstance allowing the transfer.

Your personal data is required for communication and setting up and operating a contractual agreement to provide products, services and process claims. Without your personal data PAMIA will not be able to communicate with you, enter into a contractual agreement with you and perform all necessary processing associated with the performance of this policy.

Should you need to send additional personal data or sensitive personal data (e.g. medical records) for any other party covered by this policy, you guarantee and, if necessary demonstrate, that you have the consent of the individual(s) to transfer their personal data to us so that we can process it lawfully.

You have rights regarding the personal data PAMIA holds about you. Your rights are shown on web page <https://www.pamia.co.uk/cookie-privacy-policy/>.

For more detailed information about how PAMIA processes your personal data, please visit web page <https://www.pamia.co.uk/cookie-privacy-policy/>.