

NOTIFICATION MECHANICS

Reviewed by Matthew Bartlett, Director · Last reviewed 2026-06-22

NOTIFICATION IS A MECHANIC, NOT A FORM

The notification clause is the operative trigger on a claims-made professional indemnity policy. Get it right and the policy responds; get it wrong and cover that should have answered for a loss may be lost. The strategic question is rarely whether to notify, but how, when and to whom — and how to do it without saying more than the insured knows.

TWO DUTIES IN PARALLEL

An insured under a PI policy has two duties operating in parallel. The first is the policy condition itself, which usually requires notification of a claim or circumstance that may give rise to a claim, in writing, as soon as reasonably practicable. The second is the duty of fair presentation under the [Insurance Act 2015](#) at inception and renewal, which captures known circumstances at that point in time.

The two interact. A circumstance that was disclosable at last renewal but was not notified may be challenged either as a breach of the policy condition or as a fair presentation issue. Apex treats notification and disclosure as a single discipline rather than two separate exercises.

CIRCUMSTANCES FIRST, CLAIMS LATER

A circumstance is a fact that the insured is aware of and that may give rise to a claim. A claim is a written demand for compensation or the assertion of a right. The distinction matters because notifying a circumstance early protects the policy year in which the firm became aware, even if the claim itself emerges years later. See [circumstance notification](#) for the definitional treatment; the strategic point is that under-notifying carries far more risk than over-notifying for a competently advised firm.

SECTION 13A AND THE TIMING OF THE RESPONSE

Section 13A of the [Insurance Act 2015](#) introduced an implied term that an insurer must pay sums due within a reasonable time. The clock runs from notification, not from confirmation of cover. A notification that is incomplete or delayed can slow the insurer's investigation and weaken the insured's later argument that payment was unreasonably withheld.

LAYERED PROGRAMMES

Where a firm has primary and excess layers — common for larger [solicitors](#), [architects](#), [engineers](#) and [quantity surveyors](#) — notification has to follow the policy wording at every layer. Excess insurers typically follow form, but their notification clauses

can require independent notification once reserves cross a threshold. Apex maintains a notification schedule for layered programmes and notifies up the tower in line with each policy's terms.

WHAT TO SAY AND WHAT NOT TO SAY

A notification should be factually accurate, sourced from the firm's records and limited to what the insured actually knows. Speculation about liability, apportionment between consultants or the likely quantum belongs in subsequent correspondence with appointed defence counsel, not in the notification letter. Insurers expect a notification to identify the client, the matter, the date the firm became aware, the nature of the alleged error and the available documents. They do not expect — and may later use against the firm — a narrative that admits liability.

THE BROKER'S ROLE

The named broker drafts and lodges the notification, copies the firm's compliance officer, and obtains written acknowledgement from the insurer. Apex retains the notification record on the firm's file and surfaces it at renewal so the underwriter sees what has already been notified rather than learning of it for the first time on the submission.

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