

Management Liability

Summary of Cover



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Summary of Cover

This is a summary of the cover provided by Your Policy and does not contain the full terms and conditions of the cover, which can be found in the Policy document. It is important that You read the Policy document carefully when You receive it.

You must:

- Make a fair presentation to Us of the risk at the start, renewal or variation of the Policy.
- Tell Us immediately if any changes take place which may affect the Policy.
- Tell Us immediately if there is any change in control in respect of any Company.
- Take all reasonable steps to avoid a Claim.
- Comply with the terms and conditions of the Policy generally, and in each applicable section.
- Co-operate with the Insurer in the event of a Claim.
- Pay the premium.
- Tell Us immediately if You are unable to comply with any term of the Policy.

Insurance Provider

Your Insurer will be Arch Insurance (UK) Limited, with its registered address at:

5th Floor,
60 Great Tower Street,
London,
EC3R 5AZ

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887.

Sections of Cover, Features and Exclusions

Your insurance includes the sections, features and exclusions which are detailed in Your Policy documents. Excesses apply to most Claims; the amount will vary depending on the section of the Policy applicable and the Claim being made. Specified limits apply to some of the benefits provided, please refer to the Policy for full details.

Type of Insurance

This Policy offers coverage for:

1. Directors and Officers Liability;
2. Employment Practices Liability; and
3. Corporate Liability.

Each section of cover will be subject to the General Definitions, Exclusions and Conditions. In addition to this, each section of cover will be subject to section exclusions and conditions specific to that section.

Policy Term and Premium Payment

The duration of the Policy is 12 months from cover inception date, or as detailed in Your Policy Schedule. Your insurance agent will tell You how You can pay the premium.

Where You can be covered

The Policy is available to businesses that are domiciled in the United Kingdom, Channel Islands and Isle of Man, and whose Business Activities are conducted within the Territorial Limits stated in Your Schedule. Limited information is provided below but You should check the Policy and Schedule for full details.

Changes and Cancellation

You are required to make a fair presentation of the risk before the commencement of the cover and the agreement of any variations or renewals as required by Part 2 of the Insurance Act 2015.

We may cancel the Policy by giving 15 days written notice if the premium has not been paid. If the premium is paid in full before the 15 days' notice period expires, notice of cancellation shall automatically be revoked.

We may cancel the Policy if We have reason to suspect that fraud has been committed or a misrepresentation has been made to Us.

You may cancel the Policy at any time during the Period of Insurance by giving 15 days written notice to Your insurance agent or to Us. We may make a partial return of premium, provided that no Claims have been paid or are outstanding.

We will return the proportionate premium to the number of days remaining before the expiry of the Period of Insurance, unless:

1. We have reason to suspect that fraud has been committed or a deliberate or reckless misrepresentation has been made to Us; and/or
2. During the Period of Insurance, You have made a Claim or notified circumstances that may give rise to a Claim.

Contact Details for Claims and Assistance

Claims/Circumstances/Notifications

To make a Claim under the Policy, or notify a circumstance or Claim, You should provide full details, including Your Arch Policy number, by email or registered post to:

Email: SMeDo@archinsurance.com

Registered Post: Claims Department
Arch Insurance (UK) Limited
5th Floor, 60 Great Tower Street
London EC3R 5AZ

You must comply with the Claims Conditions: Your Obligations requirements. If You need additional assistance, please contact Your insurance agent.

Notices to Us (For example: cancellation)

To send Us notice, please contact Us by email or registered post:

Email: ArchUKML@archinsurance.com

Registered Post: Arch Insurance (UK) Limited
5th Floor, 60 Great Tower Street
London EC3R 5AZ

Legal Advice Helpline

Depending on the nature of Your query, the legal advice helpline is open 24 hours a day, or 9am-5pm, Monday to Friday. See the Additional Benefits section for more information.

Telephone: 0370 755 3111

Tax Advice Helpline

The tax advice helpline is open 9am-5pm, Monday to Friday, excluding public and bank holidays.

Telephone: 0370 755 3111

Counselling Helpline

The counselling helpline is open 24 hours a day, seven days a week.

Telephone: 0117 934 2121

Complaints

If You have an enquiry about Your Policy, please contact Your insurance agent who arranged the Policy for You. If You have a complaint arising from Your Policy, please contact:

Email: complaints@archinsurance.com

Registered Post: Complaints Manager
Arch Insurance (UK) Limited
5th Floor, 60 Great Tower Street
London EC3R 5AZ

Telephone: 0333 207 2268

Data Protection Queries

For any data protection queries, please contact:

Email: DPO@archinsurance.com

Registered Post: The Data Protection Officer
Arch Insurance (UK) Limited
5th Floor, 60 Great Tower Street
London EC3R 5AZ

Your Obligations

Applicable to all sections unless stated otherwise – refer to your Policy document:

The obligations listed below must be complied with throughout the Period of Insurance. If You fail to comply in any respect, We will not pay a Claim which is Connected With Your non-compliance:

- Notice – You must provide written notice of Claim as provided for in the Policy.
- Information – You must provide Us with all the information We require in respect of a Claim, and where necessary obtain Our prior written consent to take certain actions as defined in the Policy.
- Liability – You must not admit, repudiate, offer to settle, compromise, or make a payment of a Claim without Our prior written consent as defined in the Policy.
- Loss minimisation – You must ensure that any risk of Loss is minimised as defined in the Policy.
- Extended Reporting Period – You must exercise Your right to purchase the Extended Reporting Period as required in the Policy.
- Run-off Period – You must exercise Your right to purchase the Run-off Period as required in the Policy.
- Fair Presentation of Risk – You must make a fair presentation of the risk as defined in the Policy.
- New Subsidiary Company – If necessary, You must request an extension of cover to a new Subsidiary Company as defined in the Policy.
- Assignment – You cannot assign or transfer any rights under the Policy without Our prior written consent.
- Subrogation – You must at Our request provide the necessary assistance in any subrogated Claim as defined in the Policy.
- Consent – You must obtain Our prior written consent for any costs and expenses incurred, Legal Representation Expense, offer of compromise or settlement or before any Claim is settled.

General Exclusions

Applicable to all sections unless stated otherwise – refer to your Policy document:

The following General Exclusions apply to the whole Policy. They should be read in conjunction with any Exclusions which apply to individual sections of the Policy:

We will not pay for any Losses Connected With or Caused By the following:

- Bodily Injury or Property Damage.
- Conduct.
- Prior and Pending Litigation or Formal Investigation.
- Prior Circumstances and Claims.
- Profit or Advantage.
- Public Share Offering in the USA or Canada.
- Territorial Limits.

General Conditions

Applicable to all sections unless stated otherwise – refer to your Policy document:

The following General Conditions apply to the whole Policy. They should be read in conjunction with any Conditions which apply to individual sections of the Policy:

Change of Control

If during the Period of Insurance in respect of any Company:

1. an offer is made and declared or made unconditional for the whole or a controlling interest in the issued share capital of the Company;
2. there is a change in ownership of the controlling interest of the share capital of the Company;
3. a person or persons acting in concert acquire a majority of the voting rights to appoint or remove Directors of the Company; and/or
4. where the Company is a Limited Liability Partnership there is a change in the Members of the Company that results in more than 50% of the Members being persons who were not Members at the start of the Period of Insurance,

We will only provide indemnity in respect of any Wrongful Act, Employment Wrongful Act and Company Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership or change of Members became effective or the majority of the voting rights were acquired.

Additional provisions apply as detailed in the Management Buy-Outs Extension for Section 1: Directors and Officers Liability cover.

Choice of Law and Jurisdiction

The Policy will be subject to and construed solely in accordance with the Law of England and Wales. All disputes arising out of or in connection with the Policy will be subject to the exclusive jurisdiction of the Courts of England and Wales.

Claims Conditions: Our Rights

If We agree to pay a Claim, We shall have the right to:

1. participate fully in the defence and settlement of a Claim brought against You; or
2. prosecute any Claim in Your name with full discretion in the conduct and settlement of those proceedings without incurring liability or reducing Our rights; and
3. conduct a subrogated recovery in Your name.

If, during the settlement of a Claim, We make a payment which includes the applicable Excess, You will reimburse Us for the amount of the Excess.

We may at any time free ourselves from further liability for a Claim by paying to You the relevant Limit of Indemnity, Inner Limit or lesser amount for which a Claim can be settled, after deducting payments already made. We will pay costs and expenses incurred with Our prior consent up to the date of such payment.

Section 1: Directors and Officers Liability

This section provides Cover for a Loss Caused By a Claim first made during the Period of Insurance against an Insured Person for a Wrongful Act, or alternatively We will pay the Company where they have paid or have agreed to pay for such a Loss. We will also pay on behalf of the Insured Person the Legal Representation Expenses Caused By a Formal Investigation and all Legal Representation Expenses the Company has paid or agreed to pay.

The maximum We will pay for any Claim or Formal Investigation under this Section is the applicable Limit of Indemnity appearing in the Schedule or the applicable Inner Limit stated in the Extension, whichever is the lesser.

Directors and Officers: Exclusions

Please refer to Your Policy document.

We will not pay for any Losses, Claims or Formal Investigations Connected With or Caused By the following:

- Pollution.
- The provision or failure to provide professional services and advice.

Directors and Officers: Extensions

The following Extensions have an Inner Limit applied, which does not form part of and are in addition to the Limit of Indemnity:

- Additional Limit for Non-Indemnifiable Loss.
- Bail Bond Premium.
- Civil Fines and Penalties.
- Court Attendance Costs.
- Crisis Event and Public Relations Costs.
- Data Confidentiality.
- Deprivation of Assets Costs.
- Disqualification, Asset, and Liberty Costs.
- Extradition, Deportation and Asset Protection Defence Costs.
- Personal Tax Liability.

The following Extension has an Inner Limit of 10% of the Limit of Indemnity, which does not form part of and is in addition to the Limit of Indemnity:

- Emergency Costs.

The following Extensions form part of and are not in addition to the Limit of Indemnity:

- Derivative Investigation Costs.
- Health and Safety Legislation.
- Management Buy-Outs.
- Mitigation Costs.
- Outside Directorships.
- Retired Insured Persons.
- Spouses, Heirs, or Legal Representatives.

Section 2: Employment Practices Liability

This section provides cover for Loss Caused By a Claim first made during the Period of Insurance against the Company for any Employment Wrongful Act.

The maximum We will pay for any Claim or Formal Investigation under this Section is the applicable Limit of Indemnity appearing in the Schedule or the applicable Inner Limit stated in the Extension, whichever is the lesser.

Employment Practices Liability: Exclusions

Please refer to Your Policy document.

We will not pay for any Losses, Claims or Formal Investigations Connected With or Caused By the following:

- Collective Bargaining.
- Employee Payments.
- Pension Benefits.

Employment Practices Liability: Extensions

The following Extension has an Inner Limit applied, which does not form part of and are in addition to the Limit of Indemnity:

- Crisis Event and Public Relations Costs.

Section 3: Corporate Liability

We will pay on behalf of the Company, Loss Caused By a Claim first made during the Period of Insurance against the Company for any Company Wrongful Act.

The maximum We will pay for any Claim or Formal Investigation under this Section is the applicable Limit of Indemnity appearing in the Schedule or the applicable Inner Limit stated in the Extension, whichever is the lesser.

Corporate Liability: Exclusions

Please refer to Your Policy document.

We will not pay for Losses, Claims or Formal Investigations Connected With or Caused By the following:

- Breach of Contract.
- Competition and Trade Interference.
- Copyright Infringement.
- Employment Practices Liability.
- Pollution.
- Professional Services and Advice.
- Tax.

Corporate Liability: Extensions

The following Extensions have an Inner Limit applied, which does not form part of and are in addition to the Limit of Indemnity:

- Breach of Contract Defence Costs.
- Copyright Infringement Defence Costs.
- Crisis Event and Public Relations Costs.
- Data Confidentiality.
- Health and Safety Legislation.
- Identity Fraud Investigation Costs.
- Pensions and Employee Benefit Schemes.
- Pollution Defence Costs.
- Regulatory Mitigation Costs.

The following Extensions form part of and are not in addition to the Limit of Indemnity:

- Health and Safety Legislation.
- Pensions and Employee Benefit Schemes.
- Regulatory Mitigation Costs.

How to Complain

If You have an enquiry about Your Policy, please contact Your insurance agent who arranged the Policy for You.

If You have a complaint arising from Your Policy, please contact:

Complaints Manager

Arch Insurance (UK) Limited
5th Floor
60 Great Tower Street
London EC3R 5AZ

complaints@archinsurance.com / 0333 207 2268

If We have not resolved Your complaint within eight weeks or You are not satisfied with Our response, You may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving Our final response letter. If You do not refer Your complaint in time, the Ombudsman will not have Our permission to consider Your complaint and so will only be able to do so in very limited circumstances.

Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service

Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK)

or

0300 123 9 123 (calls to this number are charged at the same rate 01 and 02 numbers on mobile phone tariffs in the UK)

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure does not affect Your rights to take legal action.

Financial Services Compensation Scheme

Arch Insurance (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS).

If We are unable to meet Our obligations under this insurance, You may be entitled to compensation from the FSCS, depending on the type of insurance.

Further information is available from the FSCS at www.fscs.org.uk or You can write to them at PO Box 300, Mitcheldean, GL17 1DY.



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