



**PROFESSIONAL INDEMNITY INSURANCE  
ACCOUNTANTS (NON ICA)  
POLICY WORDING**

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## **Contents**

- **Introduction**
  - Your Policy
  - Changes and cancellation
  - Policy terms and conditions
  - Our Promise to You
- **Insurer**
- **Telling Us about a Claim or Circumstance**
- **Failure To Make a Fair Presentation**
- **Interpretation**
- **Definitions**
- **Insuring Clauses**
  - Civil Liability
  - Defence Costs and Expenses
  - Loss of Documents
  - Data Protection Prosecution Defence Costs
  - Legal Representation Costs
  - Compensation for Court Attendance
- **Excess Clause**
- **Exclusions**
- **Series Conditions**
- **Claims Conditions**
- **General Conditions**
- **How to Complain**
- **Privacy Notice**
- **Endorsements (if applicable)**

## Introduction

### Your Policy

Thank you for choosing Arch Insurance. This **Policy** has been prepared according to **Your** instructions. It is a single legal contract and comprises this **Policy** Wording, the **Proposal Form/Statement of Fact**, the **Schedule** and any endorsements.

Please read **Your Policy** documents carefully to ensure that:

1. all details are accurate;
2. the **Policy** meets **Your** needs;
3. **You** are familiar with **Your** obligations under the **Policy**; and
4. **You** understand the rights and remedies available to us if **You** do not comply.

**You** should contact **Your** insurance agent immediately if:

- a. **You** have questions about any aspect of the insurance;
- b. **You** require a printed copy of **Your Policy** documents;
- c. any information recorded in the **Policy** documents is inaccurate;
- d. any change takes places which might affect the **Policy**;
- e. **You** are unable to comply with any term of the **Policy**; or
- f. the **Policy** does not meet **Your** needs.

### Changes and cancellation

If **You** provide new information or request a change to the **Policy**, **We** will advise of any alterations which **We** require to terms, conditions and premium. No changes will take effect until **We** confirm them in writing.

If **You** wish to cancel the **Policy**, please refer to the General Conditions.

### Policy terms and conditions

It is important that **You** are familiar with the terms of the **Policy** and what is required of **You**. In the event of **Your** non-compliance with any obligation, **We** are entitled by law and the **Policy** to exercise certain remedies. Depending on the particular term with which **You** have failed to comply, these remedies may include:

1. avoiding the **Policy** or any relevant variations or renewals;
2. terminating the **Policy** or applying different terms; and/or
3. refusing to pay, or reducing the amount to be paid on, a claim.

**This is a claims made policy. It only covers Claims or Losses first made against You and reported to Us during the Period of Insurance.**

### Our Promise to You

**Our** goal is to provide excellent service to all **Our** customers but sometimes things go wrong. **We** take complaints seriously and aim to resolve **Our** customers' problems promptly. If **You** are unhappy with the service that **You** receive, please tell **Us** straight away. Information about how to complain is shown in the How to Complain section at the end of the **Policy**.

## Insurer

This **Policy** is underwritten by Arch Insurance (UK) Limited in consideration of payment of the premium by **You**, as set out in the **Schedule**.

Arch Insurance (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register No 229887. Registered Office: 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN. Registered in England and Wales: No. 04977362.

**You** can check this information on the Financial Conduct Authority register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr)



Steve Bashford  
For the Insurer  
Chief Executive of Arch UK Regional Division  
A division of Arch Insurance (UK) Limited

## Telling Us about a Claim or Circumstance

**Your** insurance agent should be able to help **You** to notify **Us** of a claim or incident.

To report a **Claim** or notify an incident or **Circumstance**, email or post full details, including **Your** policy number to:

**Email:** [Piclaims@archinsurance.com](mailto:Piclaims@archinsurance.com)

**Registered Post:** Arch Insurance (UK) Ltd,  
Claims Department,  
4th Floor  
10 Fenchurch Avenue  
London EC3M 5BN

If possible, please include:

1. A copy of **Your Policy**;
2. A copy of the complaint/claim;
3. Copies of any contractual documentation setting out **Your** role/involvement;
4. A summary of the background including dates; and
5. The identity of the potential claimant and any other parties involved.

If **You** have additional needs, please contact **Us** on 020 7621 4500 and ask to speak to someone in the Professional Indemnity Claims team. **We** can then note **Your** policy records which will enable **Us** to provide **You** with the appropriate assistance.

## Failure to Make a Fair Presentation

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

A fair presentation of the risk includes, but is not limited to:

1. ensuring that every material representation as to a matter of fact is substantially correct;
2. ensuring that every material representation as to a matter of expectation or belief is made in good faith; and
3. disclosing to **Us** every material circumstance which **You** know or ought to know.

If **You** are in doubt as to any aspect of **Your** duties under the Insurance Act 2015, **You** should speak to **Your** insurance agent.

If **You** are in doubt as to the materiality of a representation or **Circumstance**, **You** should disclose it to **Us**.

If **You** fail to make a fair presentation of the risk, the Insurance Act 2015 entitles **Us** to exercise remedies which include:

1. avoiding the **Policy** or any relevant variations or renewals;
2. applying different terms; and/or
3. reducing the amount to be paid on a **Claim**.

If **We** avoid the **Policy**, **We** will usually return the premium unless **Your** conduct has been deliberate or reckless.

## Interpretation

In this **Policy**:

1. reference to a statute, order or regulation includes reference to that instrument as revised or replaced;
2. reference to an entity created by statute, order or regulation includes a successor to that entity;
3. words importing the singular include the plural and vice versa;
4. reference to persons includes corporate and unincorporated entities;
5. reference to a gender includes all genders;
6. if a term, condition, exclusion or endorsement or part of the **Policy** is invalid or unenforceable, the remainder of the **Policy** will remain in full force and effect; and
7. headings are for reference only and must be disregarded when interpreting the **Policy**.

## Definitions

The following Definitions apply to the whole **Policy**. These words and phrases have the meanings shown below where they appear capitalised and in bold.

### Alternate

An individual practitioner, partnership, limited liability partnership, Isle of Man limited liability company or company who or which is acting in Connection With the arrangements to cover the incapacity or death of a sole practitioner.

### Circumstance

An incident, occurrence, fact, matter, act or omission that might give rise to a **Claim**.

### Claim

A demand made by a third party against **You** (whether oral or in writing) consisting of a:

1. demand (or an assertion of a right) for damages or compensation;
2. notice of intention to commence legal proceedings;
3. written communication invoking any pre-action protocols;
4. notification of litigation, arbitration, adjudication, mediation or any other recognised formal dispute resolution proceedings.

### Computer System

A computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including similar systems or configuration of the aforementioned and including associated input, output, data storage device, networking equipment or back up facility.

### Connected With

Relating to the specified event, incident or state of affairs, in that:

1. the specified event, incident or state of affairs was a direct or indirect cause of the related event, incident, state of affairs, injury, damage or loss;
2. the specified event, incident or state of affairs wholly or partly contributed to the related event incident, state of affairs, injury, damage or loss; and/or
3. the specified event, incident or state of affairs increased the risk of the related event, incident, state of affairs, injury, damage or loss occurring.

### Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof, involving access to, processing of, use of or operation of a **Computer System**.

### Data

Information, facts, concepts, code or other information recorded, converted or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

### Data Protection Law

Applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or guidance or codes of practice relating to personal data issued by a data protection regulator or authority from time to time.

### Director

The meaning given by sections 250 and 251 of the Companies Act 2006, section 2 of the Companies Act 1963 of the Republic of Ireland or section 27 of the Companies Act 1990 of the Republic of Ireland (as appropriate)

### Documents

**Data**, deeds, wills, agreements, maps, plans, records, books, letters, policies, forms and documents whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes and negotiable instruments) which are **Your** property or in **Your** custody or control in connection with the **Professional Business**.

### Employee

A person, including any trainee or consultant, other than a **Director, Member, Partner** or principal in the **Insured** named in the **Schedule**, who is or has been employed by, under a contract of service with, or an apprenticeship with or under **Your** control in connection with the **Professional Business**.

### Excess

The first amount of each **Claim** or **Loss** as shown in the **Schedule** or any applicable endorsement for which **You** are responsible.

### Financial Services Work

Regulated activities as more fully described in the Financial Services and Markets Act 2000 or the Central Bank and Financial Services Authority of Ireland Act 2004 or similar or successor legislation and regulations.

### Insured, Insured Person, You, Your

Any of the following:

1. the **Insured** named in the **Schedule** and, save for the purposes of part 6 of the **Excess Clause**, any the predecessors in business as disclosed to **Us**;
2. those persons named in the last completed **Proposal Form** and any other person or persons who have subsequently become **Director/Partner/principal/Member** in the **Insured** named in the **Schedule** prior to the expiry of the **Period of Insurance**;
3. any former **Director/Partner/principal/Member** of the **Insured** named in the **Schedule** for services performed for and on behalf of the **Insured** named in the **Schedule** including **Director/Partner/principal/Member** remaining as consultants to the **Insured** named in the **Schedule**;
4. any **Employee**;
5. any person who is or has been under a contract for services with the **Insured** named in the **Schedule**, save that such person will only be an **Insured** for the purpose of this **Policy** if and insofar as any **Claim** or **Loss** arises out of the **Professional Business** carried on by such person for or on behalf of the **Insured** named in the **Schedule**;
6. the estates and/or legal representatives of any person noted under 2.,3.,4.,5 above in the event of their death, incapacity, insolvency, or bankruptcy;
7. any person who is acting on behalf of the **Insured** named in the **Schedule** as an **Alternate**.

### Insured Person

Any natural person insured hereunder.

### Limit of Indemnity

The amount specified in the **Schedule** being the maximum amount payable (excluding costs and expenses payable under Insuring Clause 2) by **Us** under Insuring Clause 1 in respect of any one **Claim** or **Loss** in the **Period of Insurance**, irrespective of the number of claimants or number of **Insureds**.

### Loss

All damages, compensation and interest, including claimants' costs and expenses, payable by **You** whether by judgment, arbitration award or other settlement.

### Member

Any member of a limited liability partnership, including, without limitation, a designated member

### Partner

The meaning given by the Partnership Act 1890.

### Period of Insurance

The Period specified in the **Schedule**.

### Pollution

Seepage, pollution or contamination by naturally occurring or man-made substances, forces or organisms.

### Policy

The following documents which together comprise the contract of insurance:

1. this policy wording;
2. the **Proposal Form** and/or **Statement of Fact**;
3. the **Schedule**; and
4. any amendments and endorsements.

### Professional Business

1. Professional services performed for or professional advice given to a third party by **You** or on **Your** behalf in relation to the activities, declared in the **Proposal Form**; and/or
2. Professional services performed or professional advice given by an **Insured** whilst holding an individual appointment but whilst holding an appointment as company secretary or registrar or **Director** of a company which is not an **Insured**, only in relation to **Services**.

### Proposal Form /Statement of Fact

A record of the information that **You** provided to **Your** insurance agent upon which **Your** insurance is based.

### Services

All services provided or advice given by **You Connected With** tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, the negotiation and settlement of any financial claims, company formations, investment advice, insurance and pension scheme advice and computer consultancy.

### We/Us/Our

The Insurer as set out in the section of the **Policy** headed Insurers.

## Insuring Clauses

In consideration of the payment of the Premium shown in the **Schedule** and subject to all terms, conditions and exclusions of this **Policy**, **We** will provide the insurance described below, provided that **We** will not pay more than the **Limit of Indemnity**.

### 1. Civil Liability

**We** will pay up to the **Limit of Liability** for a **Loss** arising from a **Claim** first made against **You** during the **Period of Insurance** for any civil liability incurred in the course of the **Professional Business**.

### 2. Defence Costs and Expenses

**We** will pay for reasonable and necessary costs and expenses incurred with **Our** prior written consent in the defence or settlement of a **Claim** under Insuring Clause 1, provided that if a payment in excess of the **Limit of Indemnity** has to be made to dispose of a **Claim**, **Our** liability for such costs and expenses will be the same proportion as the **Limit of Indemnity** bears to the amount paid to dispose of that **Claim**.

### 3. Loss of Documents

**We** will pay for reasonable and necessary costs and expenses necessarily incurred with **Our** prior written consent in replacing or restoring **Documents** having been discovered during the **Period of Insurance** to have been destroyed, damaged, lost or mislaid and which after diligent search by **You** cannot be found, provided that:

- a. for **Data**, a back-up copy has been made and stored separately off site; and
- b. the maximum **We** will pay for all costs and expenses will be GBP 50,000 for any one **Claim** and GBP 150,000 in the aggregate during the **Period of Insurance**, which will be included and not in addition to the **Limit of Indemnity**.

### 4. Data Protection Prosecution Defence Costs

**We** will pay for reasonable and necessary costs and expenses incurred with **Our** prior written consent in the defence of any criminal proceedings brought against **You** during the **Period of Insurance** arising out of any alleged offence **Data Protection Law**, provided that:

- a. such alleged offence arises out of services performed in the course of the **Professional Business**; and
- b. the maximum **We** will pay for all costs and expenses will be GBP 100,000 in the aggregate in any **Period of Insurance** which will be included and not in addition to the **Limit of Indemnity**.

### 5. Legal Representation Costs

**We** will pay for reasonable and necessary costs and expenses incurred with **Our** prior written consent, which are not otherwise payable as costs and expenses under Insuring Clause 2, for representation at any properly constituted hearing, tribunal or proceeding having the power to compel **Your** attendance and notified to **Us** in accordance with the **Claims Conditions**, provided that:

- a. **We** reasonably believe that representation could protect the **You** against a **Claim** or **Loss** or assist **You** in the defence of any subsequent or concurrent **Claim**, which would otherwise be covered under this **Policy**; and
- b. The maximum **We** will pay for all costs and expenses will be GBP 100,000 in the aggregate in any **Period of Insurance** which will be included and not in addition to the **Limit of Indemnity**.

### 6. Compensation for Court Attendance

**We** will pay compensation to **You** if:

- a. **Your** legal advisers with **Our** prior written consent requiring any **Director, Partner**, principal or **Employee** of **Yours** to attend any court, tribunal, arbitration, adjudication, mediation or other hearing as a witness; or
- b. **We** request the attendance of any **Director, Partner**, principal or **Employee** of **Yours** as an interested party at any mediation in connection with a **Claim** made against **You** and notified



under this **Policy**.

**We** will provide compensation to **You** at the following rates for each day on which attendance is required:

- i. **Directors, Partners** or principals GBP 250
- ii. **Employees** GBP 100

## Excess Clause

1. **We** will only pay for that part of each and every **Claim** which exceeds the **Excess**.
2. **You** will reimburse **Us** on demand for any such amount of the **Excess** paid by **Us**.
3. The **Excess** will be as specified in the **Schedule** for Insuring Clause 1. The **Excess** will apply to each and every **Claim** or **Loss**.
4. The **Excess** will not be applicable to costs and expenses payable under Insuring Clause 2 in respect of any **Claim** which falls to be dealt with under Insuring Clause 1.
5. In respect of Insuring Clauses 3, 4, and 5 the **Excess** will be GBP 1,000 which will apply to each and every loss under Insuring Clause 3, each and every prosecution under Insuring Clause 4 and each and every hearing, tribunal or proceeding under Insuring Clause 5.
6. In respect of Insuring Clause 6 the **Excess** will be nil.

## Exclusions

We will not pay for:

### Asbestos and Mould

Liability **Connected With**:

1. the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres, or material containing asbestos;
2. mould, including (but not limited to) toxic mould;
3. exposure to mould, including (but not limited to) toxic mould, asbestos, asbestos fibres, or material containing asbestos; or
4. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with mould, including (but not limited to) toxic mould, asbestos, asbestos fibres, or structures or material containing asbestos.

### Controlling Interest

A **Claim** brought by or on behalf of

1. **You**; or
2. a firm, company or organisation controlling **You** or of which any **Director**, **Partner** or principal of **Yours** has control

unless such **Claim** originates from an independent third party.

### Cyber

A **Claim**, **Loss**, costs, expense, fines, penalties, mitigation costs or any other amount **Connected With**:

1. a **Cyber Act**;
2. partial or total unavailability or failure of a **Computer System**;  
provided the **Computer System** is owned or controlled by **You** or any other party acting on **Your** behalf;
3. receipt or transmission of malware, malicious code or similar by **You** or a party acting on **Your** behalf;
4. the failure or interruption of service provided;
  - a. to **You** or a party acting on **Your** behalf by an internet service provider, telecommunications provider or cloud provider, but not including the hosting of hardware and software owned by **You**;
  - b. by any utility provider where such failure or interruption of service impacts a **Computer System** owned or controlled by the **You** or a party acting on **Your** behalf; or
5. costs of reconstituting or recovering lost, inaccessible or damaged **Data**.

Except as expressly provided in this Exclusion, or by other restrictions in this **Policy** specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this **Policy** will be restricted solely due to the use of, or inability to use, a **Computer System**.

### Data Protection Law

Any **Claim**, **Loss**, damages, fines, penalties, mitigation costs or any other amount not covered under Insuring Clause 4 for actual or alleged breach of **Data Protection Law** by **You** or any other party acting on **Your** behalf.

### Death or Injury

1. A **Claim** or **Loss Connected With** death, bodily injury, disease, psychological injury, emotional distress, anguish, shock, or sickness of any **Insured Person**.
2. A **Claim** or **Loss Connected With** death, disease, illness or bodily or mental injury (other than emotional distress arising from any libel or slander), of any person not being an **Insured Person**.

This Exclusion will not apply where such **Claim** or **Loss** arises from any actual or alleged breach of duty in the performance of (or failure to perform) the **Professional Business**.

### Directors and Officers and Trustees Liability

A **Claim** against any **Insured** in their capacity as a **Director, Member**, officer or trustee in respect of the performance or non-performance of their duties as a **Director, Member**, officer or trustee unless the **Claim** or **Loss** is in respect of the performance or non-performance of **Services**.

#### Dishonesty &/or Fraud

A **Claim** or **Loss Connected With**:

1. any dishonesty and/or fraudulent acts or omissions committed by any person after **You** discover or have a reasonable cause for suspicion of fraud or dishonesty; or
2. any person committing or condoning such dishonesty or fraud.

In the event of a **Claim** or **Loss** being sustained as a result of any dishonest or fraudulent act or omission, the amount of indemnity under this **Policy** will be reduced by an amount equal to:

- a. the amount which but for such dishonesty or fraud would be due to any person from **You**; and
- b. any amount held by **You** on behalf of any person committing or condoning such dishonesty or fraud.

No dishonest or fraudulent act or omission will be imputed to a body corporate unless it was committed or condoned by, in the case of a company, all **Directors** of that company, or in the case of an LLP, all **Members** of that LLP.

#### Employment

A **Claim** or **Loss Connected With** a dispute between **You** and an **Employee** or a person to whom **You** have offered employment, in connection with such employment.

#### Excess

The **Excess** specified in the **Schedule** and payable by **You**.

#### Fines Penalties and Punitive Damages

Taxes, fines, penalties, punitive, exemplary, aggravated or other non-compensatory damages where such damages can be identified separately within any award of a court or tribunal.

#### Goods and Software

A **Claim** or **Loss Connected With** goods sold, supplied, repaired, altered, manufactured, constructed, installed or maintained by **You** or any person, acting for **You** or on **Your** behalf.

This exclusion will not apply where such **Claim** or **Loss** arises from any actual or alleged breach of duty in the performance of (or failure to perform) the activities covered under **Professional Business**.

#### Insured V's Insured

A **Claim** by one **Insured** against another **Insured** except as provided for under Claims Condition: Dishonesty and Fraud, and General Condition: Subrogation.

#### Joint Venture

1. A **Claim** or **Loss Connected With** a joint venture conducted with a third party other than in respect of a **Claim** or **Loss** in connection with the **Professional Business**; or
2. A **Claim** made by the other party to the joint venture unless such **Claim** originates from an independent third party.

#### Jurisdictional Limits

A **Claim** brought against **You**:

1. in the United States of America or Canada or their territories or possessions (whether for enforcement of judgement brought in another jurisdiction or otherwise) or in which it is contended that the laws of any country state or political sub-division of the United States of America or Canada or their territories and possessions Canada should apply; or
2. outside the United States of America or Canada or their territories or possessions for the enforcement of judgement brought in the United States of America or Canada or their territories or possessions

### Land

A **Claim** or **Loss Connected With** the ownership, possession or use of land or buildings by **You**, or any party acting for **You** or on **Your** behalf.

### Market Fluctuation/Investment/Insurance/Financial Services Work

A **Claim** or **Loss Connected With**:

1. the financial return of any investment or the depreciation or loss of investments when such financial return depreciation or loss is as a result of fluctuations in any financial stock commodity or other markets;
2. a warranty or guarantee for the financial return of an investment or portfolio;
3. investment of, or advice on the investment of, third party funds;
4. the effecting or maintenance of insurance and/or in connection with the provision of finance and/or advice on financial matters, or any arrangement fee(s), interest, or finance charges of whatsoever nature, You may be obligated or liable to pay in connection with any bank loans, overdrafts, mortgages, or financial arrangements obtained by **You** for whatever reason;
5. **Financial Services Work**; or
6. Tax efficient schemes or packages including loans, investments and trusts which are pre-planned transactions designed to produce a specific tax outcome not intended by legislation including but not limited to tax loss, tax deductible allowance or tax-exempt profit.

### Pollution

A **Claim** or **Loss** (including loss of value) **Connected With Pollution**.

This Exclusion will not apply where such **Claim** or **Loss** arises from any actual or alleged breach of duty in the performance of (of failure to perform) **Professional Business**

### Prior Awareness

A **Claim** or **Circumstance** or **Loss**:

1. which has been notified under any policy of insurance attaching prior to the inception of this **Policy**;
2. disclosed to **Us** in the **Proposal Form/Statement of Fact**; or
3. known to **You** or which should have been known to **You** at the inception of this **Policy**.

### Property

A **Claim** or **Loss Connected With** physical loss of or damage to property.

This Exclusion will not apply where such **Claim** or **Loss** arises from any actual or alleged breach of duty in the performance of (or failure to perform) the activities covered under **Professional Business**.

### Radiation

A **Claim** or **Loss Connected With**:

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### Retroactive Date

A **Claim** or **Loss** where the cause of such **Claim** or **Loss** occurred or was alleged to have occurred prior to the Retroactive Date specified in the **Schedule**.

### Territorial Limits

A **Claim** or **Loss Connected With** work and/or contracts carried out in the United States of America, Canada or their territories or possessions.

### Terrorism

A **Claim** or **Loss Connected With** the action, threat of action, or attempt at action, by individual(s) or group(s) of individuals or body/bodies or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, a government or international governmental organisation or the population or a section

of the population, or a community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause. Including, but not limited to:

1. the use of violence against a person;
2. the causing of loss of, or damage to, property;
3. acts which endanger a person's life;
4. acts involving the use of biological or chemical materials or weapons, or a nuclear device, nuclear material, or radioactive substance;
5. acts which create a risk to the health of an individual, the public, or a section of the public; and
6. acts designed or intended to interfere with, disrupt, or cause the malfunction of, electronic or mechanical equipment.

#### Trading Losses

A **Claim** or **Loss Connected With** trading losses or trading liabilities incurred by **You** or a business managed or carried on by **You**.

This Exclusion does not apply to a **Claim** made against **You** for negligence in the normal course of **Your** conduct of any receivership or procedures under the Insolvency Act 1986, the Bankruptcy & Diligence (Scotland) Act 2007, the Insolvency (Northern Ireland) Order 1989 or in the Republic of Ireland any receivership or insolvency procedures under the Companies Acts 2014 or the Bankruptcy Act 1988, or any amendment or re-enactment thereof

#### Warranties and Guarantees

A **Claim** or **Loss Connected With** any liability assumed by **You** under any express warranty or guarantee unless **You** would be liable at law despite such express warranty, or guarantee.

#### War and Government Action

A **Claim** or **Loss Connected With**:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power; and/or
2. any action taken in controlling, preventing suppressing or in any way relating to war or the acts described in 1. above; and/or
3. martial law, confiscation, nationalization, requisition or destruction of property by or under the order of a government or local authority; and/or
4. civil commotion in Northern Ireland.

#### Vehicles

A **Claim** or **Loss Connected With** the ownership, possession or use of motor vehicles, aircraft, watercraft, vessels or mechanically propelled vehicles by **You** or anyone acting on **Your** behalf.

## Series Conditions

Where a series of **Claims** or **Losses** arise from a breach of or repeated breaches of a single duty or identical duties owed and arising from a single cause, all **Claims** and **Losses** within that series will be treated as a single claim for the purpose of the **Limit of Indemnity** and the **Excess**.

## Claims Conditions

**We** will not pay a **Claim** or **Loss** unless **You** comply with the following conditions:

### Admission of Liability

**You** will not admit liability for, or settle, any **Claim**, **Loss** or **Circumstance**, or incur any costs or expenses for such **Claim**, **Loss** or **Circumstance**, without **Our** prior written consent.

### Claims Control

1. **We** will be entitled, but not obliged, at any time to take over and conduct the defence, settlement or investigation of a **Claim**, **Loss** or **Circumstance** in **Your** name.
2. If a common course of action with regard to the contesting of any legal proceedings (whether defence or prosecution) cannot be agreed between **Us** and **You**, the dispute will be resolved by reference to King's Counsel of the English Bar, to be mutually agreed between **Us** and **You**, who will advise whether such proceedings should be contested with the probability of success of more than 50%.
3. King's Counsel's decision will be binding.
4. In the event of disagreement regarding the appointment of King's Counsel, the King's Counsel will be appointed by the Chairman for the time being of the Bar Council. The costs of such an exercise will be allocated by the agreed or appointed party on a fair and equitable basis.

### Co-operation

1. **You** will give to **Us** all such information and assistance as **We** may reasonably require and is in **Your** power to provide.
2. **You** will co-operate with **Us** and **Our** appointed representatives:
  - a. by providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with all and any Civil Procedure Rules, Practice Directions and Pre-Action Protocols as may be issued;
  - b. by assisting them to present the best possible defence of a **Claim**;
  - c. by ensuring access to all and any information that **We** or **Our** representatives may require in the defence of a **Claim** or in the investigation of any **Circumstance** or **Loss**, whether or not privileged;
  - d. by making payment on demand of the **Excess** in order to comply with the terms of any settlement agreed by **Us**;
  - e. by providing all such information, assistance, signed statements or depositions as may reasonably be required to permit **Us** to exercise rights of subrogation;
  - f. by ensuring that all documents of any description (whether kept in paper, magnetic or electronic form) relevant to any **Claim**, **Circumstance** or **Loss** are preserved in their entirety.

### Defence and Settlement of Claims

If **We** feel it is necessary, **We** will appoint our adjuster, solicitor or other appropriate person to deal with a **Claim**. If you ask **Us**, **We** may agree to appoint **Your** solicitor, but only if **We** are satisfied that **Your** solicitor has the necessary expertise to undertake this work, only on a similar fee basis as **Our** solicitor and only for work done with **Our** prior written approval.

### Dishonesty and Fraud

1. At **Our** request and expense **You** will take all reasonable steps to recover from any person committing or condoning any dishonest or fraudulent act or omission, or from their estates or legal representatives;
2. If **You** make a fraudulent claim under this **Policy**, **We** may:
  - a. recover from **You** any sums paid by **Us** to **You** in respect of the fraudulent claim, and
  - b. by notice to **You**, treat this **Policy** as terminated with effect from the date of the fraudulent act.

If **We** exercise our rights under a. and b. above, **We** will not be liable to **You** in respect of a genuine **Claim, Circumstance** or **Loss** which occurs after the time of the fraudulent act and **We** and need not return any of the premium paid.

3. Where **You** have recovered monies from the person or persons committing or condoning dishonest or fraudulent acts or omissions, or their estates or legal representatives, and **You** have paid such recovered amounts to a claimant, **We** will only be liable for the balance of any civil liability in excess of the amounts recovered.
4. In the event of any delay or inability outside of **Your** control in recovering such monies described above, and subject always to the **Limit of Indemnity**, **We** will pay in full any amount payable to a claimant in respect of **Your** civil liability, and **You** will reimburse **Us** in respect of such monies as and when such monies are recovered.

#### Notification

As soon as reasonably practicable and in any event within 30 days of expiry of the **Period of Insurance**, **You** must provide **Us** with details in writing if:

1. **You** receive any **Claim** made against **You** or any **Insured** during the **Period of Insurance**;
2. **You** become aware of any facts, errors, omissions, incidents or circumstances which may give rise to a **Claim** against **You** or any **Insured**;
3. **You** receive notice of any intention to make a **Claim** against **You** or any **Insured**;
4. **You** become aware or have suspicion of dishonesty or fraud on the part of **You** or any **Insured** whether giving rise to a **Claim** or not;
5. **You** become aware of any potential requirement to make a claim under any Insuring Clause.

Notifications made under 2 and 3 above which subsequently give rise to a **Claim** will in each case be deemed to have been notified to **Us** during the **Period of Insurance**.

## General Conditions

#### Cancellation

This **Policy** may be cancelled:

1. by **Us** pursuant to the Premium Payment Condition for non-payment of premium; or
2. by **You**, with immediate effect upon **Our** receipt of **Your** written notice of such cancellation, provided that:
  - i. If **You** have notified **Us** of a **Claim** or **Circumstance**, **You** will not be entitled to the return of the premium
  - ii. If **You** have not notified **Us** of a **Claim** or **Circumstance**, **You** will be entitled to the return of a proportionate part of the premium in respect of the unexpired term of this **Policy**; or
3. by mutual agreement between the **Us** and **You**.

If **You** wish to cancel this **Policy**, **You** should first contact the insurance agent who arranged this **Policy** for **You**.

#### Choice of Law

This **Policy** will be subject to and construed solely in accordance with the laws of England and Wales or Scotland or Ireland (as applicable to **Your** country of domicile).

#### Contracts (Rights of Third Parties) Act 1999

A person or entity not a party to the **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of this **Policy**.

#### Disputes and Jurisdiction

1. Any dispute between **Us** and **You**:
  - a. as to the correct interpretation of this **Policy**, or
  - b. regarding the application of the Failure to Make a Fair Presentation Clausewill be referred by either party for arbitration in accordance with the law and procedure of England or Wales or Scotland or Ireland (as applicable to your country of domicile) to King's Counsel, whose decision will be binding on both parties.

2. In resolving the dispute, the King's Counsel will have due regard to the interests of both **You** and **Us**.
3. In the event of disagreement regarding the appointment of King's Counsel, the King's Counsel will be appointed by the Chairman for the time being of the Bar Council. The costs of such an exercise will be allocated by the agreed or appointed party on a fair and equitable basis.
4. Save as aforesaid, the Courts of England and Wales are to have exclusive jurisdiction for hearing and determining any dispute arising out of or in connection with this **Policy**.

#### Entity to act as Agent

All persons falling within the definition of the **Insured** agree that the first named entity in the **Schedule** is their agent for all purposes in connection with this **Policy**. This **Policy** may be varied or rescinded by agreement between **Us** and that entity, without requiring the consent of any other person falling within the definition of the **Insured**.

#### Premium Payment

1. **We** will not pay any claim unless **You** have paid the premium shown in the **Schedule**. If **We** have agreed that **You** may pay the premium using an instalment facility, **We** will not pay any **Claim** or **Loss** unless **Your** instalment payments are up to date.
2. **You** must pay the premium in full to **Us** within 60 days of the start of the **Period of Insurance**. If the premium has not been paid, **We** will have the right to cancel this **Policy** completely. **We** will give **You** at least 14 days written notice of cancellation via **Your** broker. If **You** pay the premium in full before the notice period expires, cancellation will be automatically revoked.

#### Relinquish Control by Payment of Claim

**We** may at any time free ourselves from further liability for a **Claim** or **Loss** under this **Policy** by paying to **You** the **Limit of Indemnity** 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.

#### Sanctions

The provision of any cover, the payment of any **Claim** and the provision of any benefit will be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under any:

1. United Nations' resolution(s); or
2. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension will continue until such time as **We** would no longer be exposed to any such sanction, prohibition or restriction.

#### Subrogation

Where a payment is made under this **Policy** in respect of a **Claim** or **Loss**, **You** will grant **Us** all rights of recovery that **You** would have had against any parties from whom a recovery may be made. **You** will take all reasonable steps to preserve and not prejudice those rights.

**We** will not take steps to seek recovery against an **Insured** except as detailed in Claims Condition: Dishonesty and Fraud.

**You** must not enter into any contract or other agreement that restricts **Your** rights of recovery in respect of any **Claim** that may be covered by this **Policy**.

#### VAT

All payments to **You** under the **Policy** will be exclusive of VAT unless **You** are unable to reclaim VAT from HMRC.



## How to Complain

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. **We** are committed to providing the highest standard of service at all times.

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

If **You** have cause to make a complaint, **You** can do so at any time by contacting **Us**:

Email: [complaints@archinsurance.com](mailto:complaints@archinsurance.com)

Tel: 0333 207 2268

Post: Complaints Manager  
Arch Insurance (UK) Limited  
4th Floor  
10 Fenchurch Avenue  
London EC3M 5BN

If **We** do not succeed in resolving **Your** complaint, or if **You** have not received a final response within 8 weeks of the complaint being made, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

You can contact the FOS at:

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

or

0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Web: [www.financial-ombudsman.org.uk/make-complaint](http://www.financial-ombudsman.org.uk/make-complaint)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Following this procedure does not affect **Your** right to take legal action.

## Financial Services Compensation Scheme (FSCS)

Arch Insurance (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from FSCS if **We** are unable to meet our obligations to **You** under this insurance.

If **You** are entitled to compensation from the FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or **You** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

## Privacy Notice

Arch Insurance (UK) Limited ("Arch") is committed to safeguarding the privacy and security of all personal information held by **Us**. This notice explains who **We** are, the types of personal information **We** hold, how and why **We** use it, who **We** share it with, how long **We** keep it and **Your** data protection rights. Further details can be found within **Our** full privacy notice which is available on **Our** group website [www.archcapgroup.com/privacy](http://www.archcapgroup.com/privacy).

### Who We are

Arch is part of the Arch Capital Group Ltd. group of companies and is registered with the Information Commissioner's Office, registration number Z2421416. Arch is the Data Controller of the information **You** provide to **Us** for the products and services **We** provide to **You**.

Further information about Arch can be found at **Our** website listed above.

### What personal information we collect about You

**We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, prior insurance history (including previous claims), details of the insurance product or service **You** wish to use and payment details (including bank account number and sort code). **We** may collect credit and anti-fraud information such as **Your** credit history.

**We** may also need to request and collect sensitive personal information about **You**, such as details of relevant criminal offences and convictions or **Your** medical history. **We** will only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided.

### How and why We use Your personal information

**We** will use **Your** personal information to:

- Provide quotations and set up **Your** policy.
- Manage **Your** policy and provide the products or services **You** have requested.
- Process claims, including the defence or prosecution of legal claims, and to investigate and prevent fraud.
- Develop new products and services.
- Undertake statistical analysis.

**We** may process **Your** personal information for the following reasons:

- For the purpose of managing **Your** insurance and any claims **You** make.
- It is necessary to meet the terms of an insurance contract with **You** or a third party on **Your** behalf.
- It is necessary to meet an obligation **We** have by law.
- It is in **Our** or a third party's legitimate interest, such as to prevent and detect fraud, performing data analytics for risk modelling purposes and for any sale, merger or takeover of all or part of Arch.

### How We collect Your personal information

**We** may collect information about **You** from various sources, including:

- **You** or a representative such as a family member, **Your** insurance agent or employer.
- Other insurance companies or their representatives.
- Credit reference agencies.
- Anti-fraud databases or sanctions lists providers.
- Government agencies such as HM Revenue & Customs and the Driver and Vehicle Licensing Agency.
- Publicly available sources such as court judgments and electoral registers.
- Third-party service providers (such as a loss adjustor) or any third parties involved with a claim.

### Who We share Your personal information with

**We** may share **Your** information with:

- Third parties who help **Us** deliver **Our** products and services to **You**. This can include claims handlers, loss adjustors, legal representatives and data-storage providers.
- **Your** insurance agent/broker.

- Other insurers and reinsurers.
- Credit reference bureaus and other financial firms involved in any financial payments.
- National anti-fraud databases and fraud prevention agencies including the Claims and Underwriting Exchange and the Motor Insurers Anti-Fraud and Theft Register.
- Auditors, regulators, police or law enforcement bodies and statutory or regulatory authorities, including but not limited to the Employer's Liability Tracing Office and the Motor Insurers' Bureau
- Companies within the Arch Capital Group Ltd group of companies to help deliver **Our** products and services.

When **We** use third parties to deliver **Our** products and services, **Your** personal information will only be used for the provision and administration of the services provided to **You**. We require third parties to take all steps which are reasonably necessary to ensure that **Your** data is treated securely and in accordance with this notice.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the United Kingdom ("UK") or the European Economic Area ("EEA"). We will ensure that such transfers of personal information are protected by appropriate contractual clauses and that the transfer of information complies with all relevant data protection laws.

#### How long We keep Your personal information for

**We** will not keep **Your** personal information for any longer than is necessary for the purpose for which it was provided, unless **We** are required to by law.

**We** will normally keep information for at least seven years after the termination or cancellation of a product, contract or service that **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly for types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

#### Your rights relating to Your personal information

Under data protection law **You** have several data protection rights. These include the right to request a copy of **Your** personal information, request to have **Your** information updated or corrected, request to have **Your** information deleted (right to be forgotten), object to how **We** are using **Your** information (including **Our** legitimate interests mentioned above), or request to have **Your** information sent directly to a third party. These rights may not apply in all cases or there might be restrictions to how these apply. If **You** wish to exercise any of **Your** rights, please contact **Our** Data Protection Officer whose contact details are below. If **You** have any concerns about how **We** may use or have used **Your** personal information, please contact **Us** and **We** will try to resolve **Your** concerns. **You** may also contact the UK Data Protection Regulator - the Information Commissioner's Office, whose details can be found on their website [www.ico.org.uk](http://www.ico.org.uk).

#### How to contact Us

**You** can contact **Us** for any data protection queries by email: [DPO@archinsurance.com](mailto:DPO@archinsurance.com) or by writing to The Data Protection Officer, 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN.