



PROFESSIONAL INDEMNITY INSURANCE
Excess Layer (Aggregate)
POLICY WORDING

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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 **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:

1. **You** have questions about any aspect of the insurance;
2. **You** require a printed copy of **Your Policy** documents;
3. any information recorded in the **Policy** documents is inaccurate;
4. any change takes places which might affect the **Policy**;
5. **You** are unable to comply with any term of the **Policy**; or
6. 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 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 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/pru



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. Details about when **You** should notify **Us** are set out in the Conditions.

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

Email: 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.

Claim

The same meaning or definition as "claim" or any equivalent expression in the **Primary Policy**.

Circumstance

The same meaning or definition as "circumstance(s)" or any equivalent expression in the **Primary Policy**.

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.

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.

Limit of Indemnity

The amount specified in the Schedule being the maximum amount payable by **Us** in the aggregate in any **Period of Insurance**.

Period of Insurance

The period specified in the **Schedule**.

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.

Primary Policy

The policy which provides the initial indemnity and which is specified in the **Schedule**.

Proposal Form or Statement of Fact

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

Schedule

The Schedule attached to this **Policy**.

Underlying Policy (ies)

The **Primary Policy** together with any and all excess layer policies specified Schedule.

We, Us, Our

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

You, Your, Insured

The Insured named in the **Schedule** including predecessors.

Insuring Clauses

Except as otherwise stated below, this **Policy** is subject to the same terms, exclusions, conditions and definitions as the **Primary Policy**.

In consideration of the payment of the Premium shown in the **Schedule** and subject to all terms, conditions and exclusions of this **Policy** and the **Primary Policy**, **We** will provide the insurance described below:

1. **We** will pay up to the **Limit of Indemnity** for a **Claim** first made against **You** during the **Period of Insurance**, and in excess of the **Underlying Policy**, provided that:
 - a. **We** will have no liability to pay under this **Policy** unless and until all the insurers of the **Underlying Policy/ies** have paid or have admitted liability or have been held liable to pay, the full amount of their indemnity; and
 - b. if an insurer of an **Underlying Policy** is or becomes insolvent, bankrupt or enters liquidation, **We** will not be liable to meet their commitments under the **Underlying Policy**.
2. If insurers of the **Underlying Policy** have paid, or have been held liable to pay, the aggregate limit of indemnity:
 - a. in the event of partial exhaustion of the aggregate limit of indemnity of the **Underlying Policy**, **We** will pay the excess amount for the remainder of the **Period of Insurance**;
 - b. in the event of total exhaustion of the aggregate limit of indemnity of the **Underlying Policy**, this **Policy** will continue in force as though it is the **Primary Policy** for the remainder of the **Period of Insurance**.

Exclusions

We will not pay for:

Cyber

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

1. a **Cyber Act**; or
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; or
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;
 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**.

EWS 1 Form (External Wall System)

A **Claim** or **Loss** where **You** have relied upon the EWS 1 form (or as revised) and the valuation report does not exclude liability to the lender or any person deriving title to the mortgage for any losses or potential losses arising directly and solely from the valuation being provided in reliance upon the EWS 1 form.

Conditions

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

Maintenance of Underlying Policy

The **Underlying Policy/ies** must be maintained in full effect during the **Period of Insurance**.

Any changes to the **Primary Policy** during the **Period of Insurance** which require an additional premium or deductible / excess will not apply to this **Policy** unless agreed in writing by **Us**. If **We** accept any change to **Your Policy**, an increase in premium or different terms or conditions may be required by **Us**.

Any changes to the **Primary Policy** which do not require an additional premium or deductible / excess are deemed to be incorporated into this **Policy**, but only if **We** are notified of any changes as soon as reasonably practicable.

Notification

If **You** receive notice of a **Claim** or loss and the claimed value (including costs) exceeds or appears likely to exceed 50% of the limit of indemnity available under the **Underlying Policy**, **You** will give **Us** written notice of such **Claim** or loss.

In the event of a **Claim** to which **We** may be liable to contribute, **You** will not incur any costs on **Our** behalf without **Our** consent being first obtained. Details about how to notify **Us** are shown in the Section headed Telling **Us** about a Claim or Circumstance.

Our Participation

We may, at **Our** sole discretion, elect to participate in the investigation, negotiation, settlement or defence of any claim made against **You** whether or not the **Underlying Policy (ies)** has been exhausted.

You will give to **Us** all such information and assistance as **We** may reasonably require relating to any **Claim** against **You**.

Dishonesty and Fraud

If **You** make a fraudulent claim under this **Policy**, **We** may:

1. recover from **You** any sums paid by **Us** to **You** in respect of the fraudulent claim; and
2. 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.

Costs and Expenses

If the **Underlying Policy (ies)** provides for costs and expenses to be payable in addition to the limit of indemnity, **We** will only pay costs and expenses proportionate to the amount payable under this **Policy**, excluding costs and expenses, compared to the total sum payable under all contributing insurances, excluding costs and expenses.

If insurers of any **Underlying Policy** exercise a right under their policy to pay the limit of indemnity and only be liable for costs incurred up to the time of such payment, then **We** will not pay costs and expenses for which those insurers would have been liable, had they not taken that right.

Termination of Primary Policy

This **Policy** will terminate immediately upon the termination of the **Primary Policy**, whether by **You** or the primary insurer. Notice of cancellation or non-renewal of the **Primary Policy** given by the primary insurer will serve as notice of the cancellation or non-renewal of this **Policy**.

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:
 - a. If **You** have notified **Us** of a **Claim** or **Circumstance**, **You** will not be entitled to the return of the premium;
 - b. 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**.

Subrogation - Recoveries

Where a payment is made under this **Policy**, **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.

You must not enter into any contract or other agreement that restricts **Your** rights of recovery in respect of any payment made under this **Policy**.

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.

Choice of Law

This **Policy** will be subject to and construed solely in accordance with the Law of England and Wales.

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 Clause will be referred by either party for arbitration in accordance with the law and procedure of England and Wales 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**.
 5. In the event that a dispute arises between **You** and **Us** under this Policy in relation to matters that are also the subject of a dispute between **You** and the insurers of any **Underlying Policy** then those disputes will, if possible, be heard together in the same court or arbitration proceedings.

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**.

VAT

All payments to **You** under this **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

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

Email: 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.

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 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.

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 adjusters, 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.

How to contact Us

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