

Arch SME Quick Quote Form for Management Liability Insurance



Summary

The purpose of this form is to provide Management Liability quotes for risks which fall within our core appetite. On the provision that the Proposer meets the General Acceptance and Statement of Fact, this form and the associated policy wording are the contract certain quotation for the limit(s) selected. This document will provide the basis of the submission and will need to be completed and signed for the quotation to be effective. Please return the completed form to your Regional Management Liability Underwriter.

Proposer Details

Item 1 – Company:	
Registered Address:	
Business Description:	
Item 4 – Period of Insurance:	

Coverage

The following is a concise summary of coverage only:

- The policy wording is **Arch Keystone Management Liability Insurance Policy**
- The cover basis is aggregate for each policy section
- Item 6.1 – the Directors & Officers excess is NIL
- Item 6.2 – the Corporate Legal Liability excess is £5,000
- Item 6.3 – the Employment Practice Liability excess is £7,500
- Item 8 – the Pending and Prior Litigation Date is as per the PENDING AND PRIOR LITIGATION DATE endorsement
- Item 9 – the Acquisition Limit is 20% of the latest audited total assets of the Company
- Items 10 (a) and (b) – the Discovery Period is 100% of the annual premium in Item 12 of the Schedule
- Employment Practice Liability cover can only be purchased alongside the Directors & Officers cover
- No section limit can be higher than the Directors & Officers section limit

A copy of the policy wording can be found [here](#).

Rating Tables

Please select the option(s) representing the level of cover required:

Turnover	Item 5.1 – D&O Limit	Item 5.2 – CLL Limit	Premium (exc. IPT)	Selected	Item 5.3 – EPL Limit	Premium (exc. IPT)	Selected
Up to £5m	£250,000	£250,000	£315	<input type="checkbox"/>	£125,000	£235	<input type="checkbox"/>
	£500,000	£500,000	£420	<input type="checkbox"/>	£250,000	£315	<input type="checkbox"/>
	£1,000,000	£1,000,000	£830	<input type="checkbox"/>	£500,000	£620	<input type="checkbox"/>
	£2,000,000	£1,000,000	£1,180	<input type="checkbox"/>			
	£3,000,000	£1,500,000	£1,740	<input type="checkbox"/>			
	£5,000,000	£2,500,000	£2,835	<input type="checkbox"/>			

Turnover	Item 5.1 – D&O Limit	Item 5.2 – CLL Limit	Premium (exc. IPT)	Selected	Item 5.3 – EPL Limit	Premium (exc. IPT)	Selected
£5m to £10m	£250,000	£250,000	£340	<input type="checkbox"/>	£125,000	£255	<input type="checkbox"/>
	£500,000	£500,000	£435	<input type="checkbox"/>	£250,000	£325	<input type="checkbox"/>
	£1,000,000	£1,000,000	£865	<input type="checkbox"/>	£500,000	£650	<input type="checkbox"/>
	£2,000,000	£1,000,000	£1,235	<input type="checkbox"/>			
	£3,000,000	£1,500,000	£1,825	<input type="checkbox"/>			
	£5,000,000	£2,500,000	£2,970	<input type="checkbox"/>			

Turnover	Item 5.1 – D&O Limit	Item 5.2 – CLL Limit	Premium (exc. IPT)	Selected	Item 5.3 – EPL Limit	Premium (exc. IPT)	Selected
£10m to £25m	£250,000	£250,000	£430	<input type="checkbox"/>	£125,000	£320	<input type="checkbox"/>
	£500,000	£500,000	£490	<input type="checkbox"/>	£250,000	£370	<input type="checkbox"/>
	£1,000,000	£1,000,000	£980	<input type="checkbox"/>	£500,000	£735	<input type="checkbox"/>
	£2,000,000	£1,000,000	£1,395	<input type="checkbox"/>			
	£3,000,000	£1,500,000	£2,065	<input type="checkbox"/>			
	£5,000,000	£2,500,000	£3,375	<input type="checkbox"/>			

Turnover	Item 5.1 – D&O Limit	Item 5.2 – CLL Limit	Premium (exc. IPT)	Selected	Item 5.3 – EPL Limit	Premium (exc. IPT)	Selected
£25m to £50m	£250,000	£250,000	£535	<input type="checkbox"/>	£125,000	£400	<input type="checkbox"/>
	£500,000	£500,000	£580	<input type="checkbox"/>	£250,000	£435	<input type="checkbox"/>
	£1,000,000	£1,000,000	£1,150	<input type="checkbox"/>	£500,000	£865	<input type="checkbox"/>
	£2,000,000	£1,000,000	£1,665	<input type="checkbox"/>			
	£3,000,000	£1,500,000	£2,470	<input type="checkbox"/>			
	£5,000,000	£2,500,000	£4,050	<input type="checkbox"/>			

Extensions

The sub-limits of indemnity applicable to the coverage sections are as follows:

Item 5.1 – Management Liability	
(i) Indemnifiable Pollution Costs and Expenses outside USA	GBP 250,000
(ii) Tax Extension	10% of the Management Liability Limit of Indemnity
(iii) Civil Fines and Penalties	25% of the Management Liability Limit of Indemnity
(iv) Pre-Investigation Costs	GBP 100,000
(v) Damage to Reputation – Public Reputation Costs	GBP 150,000
(vi) Bail Bond and Civil Bond Expenses	GBP 100,000
(vii) Deprivation of Assets Expenses	GBP 75,000 per Insured, subject to a maximum aggregate Limit of GBP 250,000
(viii) Bribery	GBP 100,000
(ix) Mitigation of Loss	GBP 50,000
(x) Assets and Liberty Costs	GBP 100,000
(xi) Cyber Privacy and Confidentiality	GBP 100,000

Item 5.2 – Corporate Legal Liability	
(i) Indemnifiable Pollution Costs and Expenses outside USA	GBP 100,000
(ii) Court Compensation Costs and Expenses	GBP 100,000
(iii) Contractual Liability Costs and Expenses	GBP 100,000
(iv) Regulatory Crisis Response	GBP 100,000
(v) Damage to Reputation – Public Reputation Costs	GBP 100,000
(vi) Mitigation of Loss	GBP 150,000
(vii) Identity Fraud	GBP 50,000
(viii) Bribery	GBP 100,000
(ix) Pension Administration Cover	GBP 100,000
(x) Cyber Privacy and Confidentiality	GBP 100,000

Item 5.3 – Employment Practice Liability	
(i) Contractual Liability Costs and Expenses	GBP 100,000

Endorsements

The following standard endorsements will apply to all policies:

It is hereby noted and agreed that clause 5.14 is deleted and replaced with the following:

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PENDING AND PRIOR LITIGATION DATE

It is agreed that in respect of ITEM 8 of the Schedule, Pending and Prior Litigation Date the following definition shall apply only to operative sections under this Policy:

The date on which the Company first purchased Management Liability Insurance that has run continuously without a break in cover. If since that date the Company has merged or consolidated with another entity, or any party has acquired more than 50% of the issued share capital or the majority of the voting rights of the Company, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.

All other terms and conditions remain unchanged.

The following endorsement will apply when Employment Practice Liability cover is not selected:

EMPLOYMENT PRACTICE LIABILITY EXCLUSION

It is agreed that Section 3, Corporate Employment Practice Liability Coverage Section is deleted in its entirety from the Policy and will be of no effect.

There will be no cover under this Policy for any Claim made against the Company based upon, arising out of, attributable to or in any way connected with Employment Practice Liability.

All other terms and conditions remain unchanged.

The following endorsement will apply to professional risks:

PROFESSIONAL SERVICES EXCLUSION

It is agreed that Section 1.4 Exclusions is amended by adding the following:

h) Professional Services Exclusion

based upon, arising out of, resulting from or in consequence of the performance or failure to perform professional services or failure to render advice to a customer or client of the Company or any act, error, or omission relating thereto.

All other terms and conditions remain unchanged

Please take care to read the following statements under the 'General Acceptance' and 'Statement of Fact'. This Quick Quote document cannot be used unless you are able to adhere to all of these statements. Should you not be able to adhere to all of these statements, please contact your Regional Management Liability Underwriter to discuss the risk.

General Acceptance

This insurance is offered on the basis that no director or principal either personally or in any business capacity:

- Has been convicted of or charged with (but not yet tried for) a criminal offence
- Has been declared bankrupt or insolvent
- Has ever had any insurance proposal or policy declined, cancelled or special terms or conditions applied
- Has been disqualified from holding office as a director of a company

Statement of Fact

This insurance is offered on the basis that the following statements are accurate to the best of your knowledge and belief:

- The Proposer is a private limited company or limited liability partnership registered and incorporated in the United Kingdom
- The Proposer has been trading for at least two years
- The Report & Accounts for the last financial year show a profit after tax, positive net worth and an unqualified independent Auditor's Report
- The Proposer has less than 100 employees
- The Proposer has no overseas turnover, assets or employees
- There has not been a change of ownership or control of the Proposer in the last 12 months, nor any anticipation of either of these actions occurring in the forthcoming 12 months
- There have not been any mergers or acquisitions by the Proposer in the last 12 months, nor any anticipation of either of these actions occurring in the forthcoming 12 months
- The business activities of the Proposer do not include any of the following: Aviation; Bio-Tech; Bookmakers & Gambling; Financial Institutions; Government & Local Councils; Healthcare & Medical Services; Law Firms & Solicitors; Mining; Nuclear, Atomic, Chemical or Petrochemical Industries; Oil & Gas or any Fuel Industry; Pharmaceuticals; Printers; Professional Sports Clubs; Schools and/or other Education Establishments; Tobacco, Vaping or Cannabis Products
- There have not been any claims or circumstances which could give rise to a claim for the covers applied for
- The Proposer (or any of its subsidiaries) do not have any operations, offices, employees, branches, joint ventures or any other direct exposure to Russia, Ukraine, Belarus, Crimea, Luhansk or Donetsk
- The Proposer (or any of its subsidiaries) does not derive any revenue, have business contracts, export goods or services, have assets or investments or source any supplies from Russia, Ukraine, Belarus, Crimea, Luhansk or Donetsk

This insurance is offered on the basis that all of the information contained above is accurate and that a fair presentation of the risk has been made. All material information has been provided in order for the Insurers to decide whether or not to accept the risk.

If you are unsure about whether something is material or not, please contact your Regional Management Liability Underwriter to discuss.

Attestation

Signature:	
Signatory Name:	
Proposer Name:	
Date:	

Cover will commence once this completed and signed form is received by the Insurers.

Please be aware that cover cannot be backdated.

This form is valid for inception dates up to and including 31st December 2022 only.