

 Arch | Insurance**PROFESSIONAL INDEMNITY INSURANCE****RICS 2024****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 **Proposal Form**, 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 Section D: 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 make a Complaint 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: 5th Floor, 60 Great Tower Street, London EC3R 5AZ. 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 Underwriters  
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 full details, including **Your** policy number to:

Piclaims@archinsurance.com

Or

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

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
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.

## 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.
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 in bold and are capitalised.

### Asbestos Survey

A management survey or a refurbishment or demolition survey as described in HSG264 published by the Health and Safety Executive in connection with Regulation 4 of the Control of Asbestos Regulations 2006, or any comparable survey or inspection, whether of commercial or residential land or property.

### Bodily Injury

Death, injury, illness or disease whether bodily or mental.

### Circumstance(s)

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:

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

### Collateral Warranty or Duty of Care Agreement

A written agreement that creates a duty of care between **You** and any party that is not **Your** direct client.

### 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 any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

### Consultant

A person undertaking business on **Your** behalf, including any person, whether or not expressly described as a **Consultant** whose name and designation appears on **Your** business stationery, in **Your** business communications or on any material issued on **Your** behalf, or who is employed by **You** in offering surveying services to the public.

### 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.

### Defence Costs

Legal costs and expenses incurred with **Our** prior written consent (such consent not to be unreasonably withheld, delayed or withdrawn) in the investigation, defence or settlement of any **Claim** and/or **Circumstance(s)**. It does not include **Your** own costs and expenses.

### Employee

- a. A person working for **You** under a contract of service with **You** or
- b. A person working for **You** in connection with the **Professional Business**
  - i. who is hired or lent to **You**, or
  - ii. who is self-employed, or
  - iii. on a voluntary basisand who is under **Your** control or supervision.

### Environmental Audit

An investigation which is specifically intended to assess whether there is **Pollution** present.

### EWS

An external wall system assessment which is an assessment of the safety of outside wall(s) of a building, including cladding, insulation, fire break systems and finishes.

### EWS1 FORM

A form to confirm that an external wall system on residential only buildings has been assessed for fire safety by a suitable expert.

### Excess

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

### Limit of Indemnity

- a. **Limit of Indemnity for Claims** shall mean the Limit of Indemnity stated in the **Schedule**.
- b. **Limit of Indemnity for Asbestos** shall mean GBP 250,000 in the aggregate.
- c. **Limit of Indemnity for Court Attendance Compensation** shall mean GBP 10,000 in the aggregate.
- d. **Limit of Indemnity for Awards by Ombudsmen** shall mean GBP 250,000 for any single award or series of awards attributable to the same originating cause.
- e. **Limit of Indemnity for Statutory Liabilities** shall mean GBP 100,000 in the aggregate.
- f. **Limit of Indemnity for Legal Representation Costs** shall mean GBP 10,000 in the aggregate.
- g. **Limit of Indemnity for Pollution** shall mean the Limit of Indemnity stated in the **Schedule**, but on an aggregate basis only.
- h. **Limit of Indemnity for Fire Safety** shall mean the Limit of Indemnity stated in the **Schedule** in the aggregate or GBP 1,000,000 in the aggregate, whichever is the lesser.

- i. **Limit of Indemnity for Data Protection Prosecution Defence Costs** shall mean GBP 100,000 in the aggregate.

#### **Fire Safety Five Storeys And Above**

The combustibility or fire safety defects of any external cladding systems, balconies or external wall system (including any insulation and/or fire breaks which form part of the wall system) of any building which is five storeys or more above ground level, including the ground floor, not including basements or mezzanine levels, whether used for residential, commercial, parking or other use.

#### **Fire Safety Four Storeys And Below**

The combustibility or fire safety defects of any external cladding systems, balconies or external wall system (including any insulation and/or fire breaks which form part of the wall system) of any building which is four storeys or lower above ground level, including the ground floor, not including basements or mezzanine levels, whether used for residential, commercial, parking or other use.

#### **FRAEW**

A Fire Risk Appraisal of External Walls assessment which is a comprehensive assessment process using BSI PAS 9980 designed to evaluate the fire safety performance of external walls in buildings.

#### **Period of Insurance**

The period stated in the **Schedule**.

#### **Pollution**

Pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring.

#### **Practice**

The practice or practices named in the **Schedule** as the insured and their predecessors and any other practices which have been disclosed to **Us** in the **Proposal Form**.

#### **Professional Business**

Services performed for a third party (including the giving of advice) within the **Territorial Limits** by, or on behalf of the **Practice**, or in respect of work connected with the **Practice** which:

- a. are undertaken by members of the Royal Institution of Chartered Surveyors (or have otherwise been declared to **Us**).
- b. are undertaken by **You** whilst holding an individual appointment and (if a fee was charged) the fee with respect to such services or advice is taken into account in ascertaining the income of the **Practice** and has been disclosed to **Us**.

#### **Proposal Form or Statement of Fact**

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

#### **Retroactive Date**

Either of the following:

- a. 01 July 2024 in respect of **Claims** arising from:
  - i. **Fire Safety Five Storeys And Above**
  - ii. **EWS, EWS1 FORM** and/or **FRAEW**; or
- b. The date (if any) stated in the **Schedule**.

#### **Schedule**

The **Schedule** attached to this policy.

### Series of Claims

A number of **Claims** that arise directly or indirectly from the same originating cause, whether made against or involving one or more persons or entities comprising the **Insured** and whether made by the same or different claimants and whether falling under one or more insuring clauses of this policy.

### Territorial Limits

The United Kingdom (including the Channel Islands and the Isle of Man) and/or the Republic of Ireland.

### We, Us, Our

The insurer as set out in the section of the policy headed Insurer.

### You, Your, Insured

Each of the following:

- a. the **Practice**
- b. the partners and/or directors and/or members of the **Practice** during the **Period of Insurance**
- c. former partners and/or former directors and/or former members of the **Practice**
- d. (in respect of **Professional Business** undertaken on behalf of the **Practice** only) those persons named as **Consultants** or former **Consultants** in the **Proposal Form**
- e. any retired partner, director or member of the **Practice** remaining as a **Consultant** to the **Practice**
- f. (in respect of **Professional Business** undertaken on behalf of the **Practice** only) any **Employee** and/or former **Employee** of the **Practice** and any self-employed person
- g. the estate, heirs and executors and/or legal/personal representatives of a person referred to in a. - f. above in the event of their death, incapacity, insolvency or bankruptcy.



## Section A: Insuring Clauses

### Difference in Conditions

This policy is designed to provide the minimum insurance requirements of the Royal Institution of Chartered Surveyors as per the Approved Minimum Wording other than in respect of:

1. Unlimited Aggregate Round the Clock Limit of Liability basis of coverage
2. **Excess** applicable to **Defence Costs**.

It is specifically understood and agreed that the cover provided by this policy shall be no less favourable and provide no less protection to You than the Approved Minimum Wording other than in respect of:

1. Unlimited Aggregate Round the Clock Limit of Liability basis of coverage
2. **Excess** applicable to **Defence Costs**.

In consideration of payment of the Premium (other than with regard to **Section F: Run-off**) 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** shall not pay more than the **Limit of Indemnity**.

### 1. Civil Liability

- a. **We** will pay for a **Claim (s)** or loss:

- i. first made against **You** and notified to **Us** during the **Period of Insurance** and/or
- ii. arising out of any **Circumstance(s)** first notified to **Us** during the **Period of Insurance**

in respect of any civil liability (other than in respect of any **Claim(s)** arising under clause 7.a.ii.; clause 7.a.iii; clause 8. or clause 9. of this section), which arises from **Your** conduct of **Professional Business** and/or by others acting for and/or on **Your** behalf.

- b. This Insuring Clause includes liability which **You** may incur in respect of any **Claim(s)** first made against the **You** during the **Period of Insurance** as a result of:

- i. any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 or an adjudication clause or rules contained in a contract.
- ii. any award by an arbitrator or tribunal of arbitrators (whether under The Royal Institution of Chartered Surveyors Dispute Resolution Service or otherwise).

- c. The maximum **We** will pay under this Insuring Clause in respect of each **Claim** or any **Series of Claims** shall (save as provided elsewhere in this policy) not exceed the **Limit of Indemnity for Claims**.

### 2. Awards by Ombudsmen

- a. **We** will pay for any award made by an ombudsman in respect of any case accepted by him for review in his position as ombudsman under any recognised scheme where the **Claim**:

- i. is first made against **You** and/or
- ii. arises out of any **Circumstance(s)** which **You** first notify to **Us** during the **Period of Insurance**

- b. **We** will also pay for legal costs and expenses incurred with **Our** prior written and continuing consent (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation of such **Circumstance(s)** and the investigation, conduct or settlement of any such **Claim**.

- c. The maximum **We** will pay in respect of:
  - i. any single award made by any ombudsman or
  - ii. any series of awards by any ombudsmen attributable to the same originating cause

shall not exceed the **Limit of Indemnity for Awards by Ombudsmen**.

- d. Where an ombudsman makes an award which is rejected by the claimant who then pursues the matter through the courts, both the complaint to the ombudsman and all subsequent court proceedings shall be treated as a single **Claim**, made at the date of the first **Claim** against **You**.

### 3. Defence Costs

- a. **We** will pay for **Defence Costs** provided that if a settlement or other payment has to be made to dispose of a **Claim** which exceeds the amount of the **Limit of Indemnity for Claims**, the most **We** will pay for **Defence Costs** will be an amount in the same proportion that the **Limit of Indemnity for Claims** has to that settlement or other payment.
- b. Save as set out at under the following parts of this policy, **Defence Costs** are in addition to the **Limit of Indemnity**:
  - i. Insuring Clause 4: Court Attendance Compensation
  - ii. Insuring Clause 5: Statutory Liabilities
  - iii. Insuring Clause 6: Legal Representation Costs
  - iv. Insuring Clause 6: Fire Safety
  - v. Insuring Clause 8: Asbestos
  - vi. Insuring Clause 9: Pollution
- c. **Defence Costs** are not subject to any **Limit of Indemnity**.

### 4. Court Attendance Compensation

- a. **We** will pay compensation to **You** if **Your** legal advisers, with **Our** prior written consent, require **You**, or any **Employees** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a **Claim** made against **You** for which cover is afforded under this policy.
- b. **We** will provide compensation at the following rates for each day or part thereof on which attendance is required:
  - i. any principal partner, member or director of **Yours** GBP 200
  - ii. any **Employee** GBP 100
  - iii. any other relevant party up to GBP 200.
- c. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Court Attendance Compensation** in the aggregate in the **Period of Insurance**.

### 5. Statutory Liabilities

**We** will pay 80% of any reasonable costs and expenses incurred with **Our** prior written consent for the defence of any proceedings first brought against **You** and notified to **Us** during the **Period of Insurance**, under the following:

- a. The Consumer Protection from Unfair Trading Regulations 2008; and/or
- b. The Business Protection from Misleading Marketing Regulations 2008; and/or
- c. Estate Agents Act 1979, and/or
- d. The Health and Safety at Work etc Act 1974, and/or
- e. The Health and Safety at Work (Northern Ireland) Order 1978, and/or
- f. The Construction (Design and Management) Regulations 2015, and/or

- g. The Corporate Manslaughter and Corporate Homicide Act 2007 and/or
- h. The Bribery Act 2010; and/or
- i. The Data Protection Act 2018; and/or
- j. similar, prior or successor legislation to that detailed in a. to i. above

provided that:

- i. **We** will only pay for costs and expenses where, in **Our** reasonable opinion, defending such proceedings could protect **You** against a **Claim(s)** or potential **Claim(s)** arising from the **Professional Business**.
- ii. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Statutory Liabilities** in the aggregate in the **Period of Insurance**.

#### 6. Legal Representation Costs

- a. **We** will pay 80% of any costs and expenses incurred by **You** with **Our** prior written consent, and which are not otherwise payable as **Defence Costs** under Insuring Clause 3: Defence Costs, for representation at properly constituted hearings, tribunals or proceedings arising out of any **Claim** or **Circumstance(s)** first notified to **Us** during the **Period of Insurance** arising from the **Professional Business**, and which may be or may become the subject of indemnity under this policy.
- b. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Legal Representation Costs** in the aggregate in the **Period of Insurance**.

#### 7. Fire Safety

- a. **We** will pay for a **Claim** first made against **You** and notified to **Us** during the **Period of Insurance** and/or arising out of any **Circumstance(s)** first notified to **Us** during the **Period of Insurance** in respect of any:
  - i. civil liability directly arising out of **Fire Safety Four Storeys and Below**
  - ii. negligent act, negligent error or negligent omission directly arising out of **Fire Safety Five Storeys and Above**
  - iii. negligent act, error or omission directly arising out of **EWS, EWS1 Forms** and/or **FRAEW**which arises from **Your** conduct of **Professional Business** and/or any third party acting on **Your** behalf, and is undertaken on or after the applicable **Retroactive Date**
- b. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Fire Safety** in the aggregate in the **Period of Insurance**. The **Limit of Indemnity for Fire Safety** is not in addition to, and shall not increase, the **Limit of Indemnity for Claims**.

#### 8. Asbestos

- a. **We** will pay for a **Claim**:
  - i. first made against **You** and notified to **Us** during the **Period of Insurance** and /or
  - ii. arising out of any **Circumstance(s)** first notified to **Us** during the **Period of Insurance**caused by any negligent act, negligent error or negligent omission directly or indirectly resulting from the presence / release or possible presence / release of asbestos or asbestos containing materials in whatever form or quantity, and which arises from **Your** conduct of **Professional Business** and/or any third party acting on **Your** behalf.
- b. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Asbestos** in the aggregate in the **Period of Insurance**. The **Limit of Indemnity for Asbestos** is not in addition to, and shall not increase, the **Limit of Indemnity for Claims**.

## 9. Pollution

- a. **We will pay for a Claim:**
- i. first made against **You** and notified to **Us** during the **Period of Insurance** and/or
  - ii. arising out of any **Circumstance(s)** first notified to **Us** during the **Period of Insurance**

caused by any negligent act, negligent error or negligent omission directly or indirectly arising out of **Pollution** and which arises from **Your** conduct of **Professional Business** and/or any third party acting on **Your** behalf.

- b. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Pollution** in the aggregate in the **Period of Insurance**. The **Limit of Indemnity for Pollution** is not in addition to, and shall not increase, the **Limit of Indemnity for Claims**.
- c. Where a **Claim** arises from **Your** negligent structural design or specification or failure to report a structural defect in a property and relates solely to the cost of re-designing, re-specifying, remedying and/or rectifying the defective structure the maximum amount payable by **Us** shall not exceed the **Limit of Indemnity for Claims**.
- d. For the purpose of this Insuring Clause, asbestos is deemed not to be a contaminant or a pollutant.

## 10. 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 under **Data Protection Law** provided that:

- a. such alleged offence is caused by services performed in the course of the **Professional Business** and
- b. the maximum **We** will pay for any such costs and expenses shall not exceed the **Limit of Indemnity for Data Protection Prosecution Defence Costs** in the aggregate in any **Period of Insurance**. The **Limit of Indemnity for Data Protection Prosecution Defence Costs** is not in addition to, and shall not increase, **Limit of Indemnity for Claims**.

## Section B: Excess

- a. Under Insuring Clause 1: Civil Liability, **We** will only pay for that part of the loss arising from each and every **Claim** or **Series of Claims** which exceeds the **Excess**.
- b. Under Insuring Clause 2: Awards by Ombudsmen, **We** will only pay for that part of:
  - i. any single award made by any ombudsman or
  - ii. any series of awards by any ombudsman attributable to the same originating causewhich exceeds the **Excess**.
- c. The **Excess** will not apply to **Defence Costs**

## Section C: Claims Conditions

### 1. Notification of a Claim or Circumstance(s)

- a. If during the **Period of Insurance**, **You** receive any **Claim**, or any notice of an intention to make a **Claim**, **You** shall give written notice to **Us** as soon as reasonably practicable. All **Claims** must in any event be notified within 10 working days after the expiry of the **Period of Insurance**.
- b. If during the **Period of Insurance**, **You** become aware of any **Circumstance(s)**, **You** shall give written notice to **Us** of such **Circumstance(s)** as soon as reasonably practicable. **You** shall provide us with (where possible):
  - i. the name(s) of the potential claimant
  - ii. the date of the incident, occurrence, fact, matter, act or omission which has given rise to the **Circumstance(s)**
  - iii. the name(s) of the individual(s) involved in the **Circumstance(s)**
  - iv. the date of **Your** first awareness or discovery of such **Circumstance(s)**
  - v. the estimated amount of any potential **Claim** which may arise thereafter.

All **Circumstance(s)** must in any event be notified prior to the expiry of the **Period of Insurance**.

- c. **We** agree that any **Circumstance(s)** notified to **Us** during the **Period of Insurance** and which subsequently gives rise to a **Claim** after expiry of the **Period of Insurance**, shall be deemed to be a **Claim** first made during the **Period of Insurance**.
- d. If during the **Period of Insurance**, **You** discover:
  - i. a reasonable cause for suspicion of dishonesty or fraud on the part of a past or present partner, director, member, **Employee** or **Consultant** of the **Practice** or
  - ii. an occurrence that may require representation at a properly constituted hearing, tribunal or proceeding which might give rise to a **Claim**, **You** shall give written notice to **Us** of such discovery as soon as reasonably practicable but in any event prior to the expiry of the **Period of Insurance**.

**We** agree that any such discovery notified to **Us** during the **Period of Insurance** and which subsequently gives rise to a **Claim** after expiry of the **Period of Insurance** shall be deemed to be a **Claim** first made during the **Period of Insurance**.

### 2. Adjudication

**We** will not pay for any **Claim** or loss that arises from an adjudication unless **You** comply with the following conditions. **You** must:

- a. notify **Us** within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract.
- b. not serve any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract without **Our** prior written consent unless, in **Your** reasonable opinion, service of those notices will not give rise to a **Claim**.

### 3. Ombudsman

**We** will not pay for any **Claim** or loss unless **You** give written notice to **Us** as soon as reasonably practicable after becoming aware that a case directly affecting **You** is being reviewed by any ombudsman.

### 4. No Admission of Liability

**You** shall not admit liability, incur any costs, make any offers of settlement or otherwise prejudice the conduct or the defence or settlement of a **Claim** or **Circumstance(s)** without **Our** prior written consent (such consent not to be unreasonably withheld or unreasonably delayed), regardless of

- a. the provisions of any complaints handling procedure or
- b. whether the amount in dispute is less than the **Excess**.

### 5. Conduct of Claims

**We** shall be entitled to take over and conduct the investigation, defence or settlement of a **Claim** or **Circumstance** in **Your** name. **You** shall co-operate with **Us** as set out in Condition 6 below.

### 6. Claims Control & Co-operation

- e. **You** shall give to **Us** all such information and assistance as **We** may reasonably require and is in **Your** power to provide.
- f. **You** shall co-operate with **Us** and **Our** appointed representatives:
  - i. 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
  - ii. by assisting them to present the best possible defence of a **Claim**
  - iii. 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(s)**, whether or not privileged
  - iv. by making payment on demand of the **Excess** in order to comply with the terms of any settlement agreed by **Us**
  - v. by providing all such information, assistance, signed statements or depositions as may reasonably be required to permit **Us** to exercise rights of subrogation
  - vi. by ensuring that all documents of any description (whether kept in paper, magnetic or electronic form) relevant to any **Claim** and any **Circumstance(s)** are preserved in their entirety.

### 7. Fraudulent Claims

If **You** make a fraudulent or false claim under this policy, **We**:

- g. will not be liable to pay that claim; and
- h. may recover from **You** all previous payments made by **Us** in respect of that claim; and
- i. may by notice to **You** treat the policy as having been terminated with effect from the date of such false or fraudulent claim.

If **We** exercise our rights under c. above, **We** shall not be liable to **You** in respect of a **Claim** or **Circumstance** notified from the date of the fraudulent act and **We** will not be obliged to return any premium. Such cancellation will not affect any liability **We** may have in respect of any **Claim** notified prior to the notification of such false or fraudulent claim.

## Section D: General Conditions

### 1. Discharge of Liability

We may at any time free ourselves from further liability for a **Claim** or **Series of Claims** or loss under this policy by paying to the **You** the **Limit of Indemnity** (less any sums already paid) or any lesser sum for which such **Claims** or **Series of Claims** can be settled. We shall pay for **Defence Costs** incurred with **Our** prior written consent prior to such payment.

### 2. Limit of Indemnity and Excess

The **Limit of Indemnity** and the **Excess** apply to all the **Insureds** jointly.

### 3. Combined Claims

- a. Where the same originating cause gives rise to **Your** entitlement to indemnity under Insuring Clause 1, 2, 4, 5 and/or 6, the maximum amount payable by **Us** shall not exceed the **Limit of Indemnity for Claims**.
- b. Where a **Claim** is brought against more than one **Insured** it shall be deemed to be one **Claim** and **Our** liability shall be the same as if the **Claim** had been brought against one **Insured** only.

### 4. Rights of Recovery / Subrogation

- a. Upon notification of a **Claim (s)** or **Circumstance(s)**, **You** shall grant **Us** all rights of recovery against any parties from whom a recovery may be made.
- b. **You** will take all reasonable steps to preserve such rights.
- c. **You** will cooperate with **Us** in accordance with Section C: Claims Conditions, Condition 6.
- d. **We** agree to waive any rights of recovery against **You** unless liability has resulted in whole or part from any act or omission on the part of such persons which is dishonest, fraudulent, criminal or malicious.

### 5. Adjudication

**You** agree:

- a. subject to a reasonable request by **Us** for permission, to permit **Us** to pursue legal, arbitration or other proceedings in the name of and on behalf of **You** to challenge, appeal or amend any decision, direction, award or the exercise of any power of an adjudicator or to stay the enforcement of any decision, direction, award or exercise of any power of the adjudicator. **You** will give all such assistance as **We** may reasonably require in relation to such proceedings.
- b. not to accept the decision of any adjudicator as finally determining the related dispute without **Our** prior written consent (not to be unreasonably delayed or unreasonably withheld).

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

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available other than by virtue of the Act.

### 7. Choice of Law and Jurisdiction

This policy shall be governed by and construed in accordance with the laws of England and Wales.

### 8. Disputes and Jurisdiction

- a. Any dispute between **Us** and **You**:
  - i. as to the correct interpretation of the definition of **Professional Business** under this policy, or



- ii. whether the cover under this policy is any less favourable or gives less protection to **You** than the Approved Minimum Wording issued by the Royal Institution of Chartered Surveyors, or
- iii. regarding the application of Section E: Failure to Make a Fair Presentation

shall be referred by either party for arbitration in accordance with the law and procedure of England and Wales to any person nominated by the President for the time being of the Royal Institution of Chartered Surveyors, whose decision shall be binding on both parties.

- b. 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** whose decision shall be binding. In resolving the dispute, King's Counsel shall have due regard to the interests of both **You** and **Us**. In the event of disagreement regarding the appointment of King's Counsel, King's Counsel shall be appointed by the Chairman for the time being of the Bar Council. The costs of such an exercise shall be allocated by the agreed or appointed party on a fair and equitable basis.
- c. 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.

## 9. Practice to act as Agent

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

## 10. Premium Payment

- a. **You** undertake that the premium will be paid in full to **Us** within 60 days of inception of this policy (or in respect of instalment premiums, when due).
- b. If the premium has not been paid to **Us** by the 60<sup>th</sup> day from the inception of this policy (and in respect of instalment premiums, by the date they are due) **We** shall have the right to cancel this policy by notifying **You** via **Your** broker in writing. **We** will also give notice to RICS of **Our** intention to cancel this policy.
- c. In the event of cancellation, the premium is due to **Us** on a pro rata basis for the period that **We** have been on risk. However, if a **Claim or Circumstance** had already been notified to **Us** prior to cancellation, the full premium shall be payable to **Us**.
- d. It is agreed that **We** shall give not less than 15 days prior notice of cancellation to **You** via **Your** insurance agent and the policy shall automatically terminate at the end of the notice period. If the premium is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked.

## 11. Sanctions

The provision of any cover, the payment of any **Claim** and the provision of any benefit shall 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:

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

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

## 12. VAT

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

### 13. Cancellation

This policy may be cancelled:

- a. by **Us** pursuant to the Premium Payment Condition for non-payment of premium; or
- b. by **You**, with immediate effect upon **Our** receipt of **Your** written notice of such cancellation, provided that:
  - iv. If **You** have notified **Us** of a **Claim** or **Circumstance**, **You** will not be entitled to the return of the premium
  - v. 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
- c. 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**.

## Section E: Failure to Make a Fair Presentation

The Insurance Act 2015 ("the Act") has introduced a duty on **You** that before **You** enter into a contract of insurance, **You** must make a fair presentation of the risk to **Us**. This clause varies the terms of the Act in relation to **Our** remedy for a breach of duty of fair presentation.

1. Where there has been a failure by **You** to comply with **Your** duty to make a fair presentation of the risk to **Us** and such failure would entitle **Us** to avoid this policy, **We** agree only to exercise **Our** right to avoid this policy if **You** have admitted, or **We** have established by way of a final adjudication in arbitration proceedings between **Us** and **You** commenced in accordance with clause 8 of Section D of this policy (including any appeal therefrom), that **You** failed to make a fair presentation of the risk with the intention of misleading or deceiving **Us**. Until such final adjudication (including any appeal therefrom) has been concluded, **We** shall continue to honour **Our** obligations, and make payment, under the policy.

Where **We** exercise **Our** right to avoid the policy under this clause **We** may refuse all claims and need not return any of the premium paid by **You**.

2. In any case where there has been a failure by **You** to comply with **Your** duty to make a fair presentation of the risk to **Us** and where clause 1 of this Section E does not apply:
  - a. in the case of a **Claim** first made against **You** during the **Period of Insurance** where:
    - i. **You** had previous knowledge of the **Circumstance(s)** relating to such **Claim**, and
    - ii. **You** should have notified the same under any preceding policy but did not do so,then, where the indemnity or cover under this policy is greater or wider in scope than that to which **You** would have been entitled under such preceding policy (whether with other insurers or not), **We** shall only be liable to afford indemnity to such amount and extent as would have been afforded to **You** by such preceding policy; and
  - b. regardless of whether or not Clause 2a. above applies, where **We** can demonstrate that, by reason of **Your** failure to comply with **Your** duty to make a fair presentation of the risk, **We** would not have written the policy, or would have written the policy but on different terms and conditions, then **We** shall be entitled to charge a just and equitable additional premium in light of the prejudice caused to **Our** interests by such failure to comply with that duty.
  - c. otherwise, save as set out in Clause 2a. and 2b. above, **We** shall not be entitled to any remedy by reason of **Your** failure to comply with **Your** duty to make a fair presentation of the risk where such failure was neither deliberate or reckless.

3. Where **Your** breach of or non-compliance with any provision in Conditions 1, 4, 5 or 6 of Section C of this policy has resulted in prejudice to the handling or settlement of any **Claim**, **We** shall be entitled to reduce the indemnity afforded by this policy in respect of such **Claim** (including **Defence Costs**) to such sum as is just and equitable having regard to the prejudice caused to **Our** interests by the breach or non-compliance.

## Section F: Run-Off Cover

In the event that the **Practice** ceases during the **Period of Insurance** and has not obtained succeeding insurance which complies with the Royal Institution of Chartered Surveyors Approved Minimum Wording and Professional Indemnity Requirements Version 10 with effect from 01 July 2024, this policy will extend to indemnify **You** for any **Claim** or **Claims** made against **You** by any natural person acting for purposes outside his trade, business or profession and arising from **Your** errors or omission prior to the **Practice** ceasing for an additional period of six years from the day immediately following the expiry date as stated in the **Schedule** (the Run-off Period).

The maximum **Limit of Indemnity** that **We** will pay for Run-off cover shall not exceed GBP 1,000,000 any one claim and in the aggregate for the Run-off Period stated above.

Run-off cover cannot be cancelled for non-payment of premium.

## Section G: Exclusions

**We** will not pay for:

### Adjudication

- a. Any decision made against **You** by an adjudicator who was not independent of the parties to the dispute.
- b. Any **Claim** arising out of or related to any adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the **Insured** than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996.

### Arbitration

Any arbitration award (whether made under the Surveyors' and Valuers' Arbitration Scheme 1998 or otherwise) made in respect of any **Claim** or counterclaim where the seat of the arbitration was located outside England, Wales, Scotland or Northern Ireland unless that seat was agreed to by **Us**.

### Asbestos

Any **Claim (s)**:

- a. directly or indirectly resulting from **Asbestos Surveys** carried out by **You**
- b. arising out of or in any way involving any **Bodily Injury** caused by asbestos or fear of suffering **Bodily Injury** caused by asbestos

### Contractual Liability

- a. Any contractual liability incurred by **You** in the conduct of **Professional Business** as a result of:
  - i. **Your** acceptance of an obligation, or a guarantee by **You**, of fitness for purpose where this appears as an express term
  - ii. any express guarantee given by **You** including any relating to the period of a project
  - iii. any express penalty contained in a contract between **You** and a third party
  - iv. any express acceptance by **You** of liability for liquidated damages
- b. Any liability that arises in consequence of any assignment of a **Collateral Warranty or Duty of Care Agreement** to more than one party except in the case of a **Collateral Warranty or Duty of Care Agreement** given to a financier or funding party (not a purchaser or tenant) where a total of two assignments is permissible. This sub-clause is only applicable to contractual liabilities entered into on or after 1 October 2001.

This exclusion shall not apply if liability would have attached to **You** in the absence of any such express agreement, or if:

- i. **We** have expressly approved the contractual terms giving rise to the said liability or

- ii. in the case of a **Collateral Warranty or Duty of Care Agreement**, the British Property Federation or Construction Industry Council's current or former standard collateral warranty wording is used.
- c. Any liability incurred 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. This exclusion shall only apply to all valuations undertaken on or after 01 May 2020.

### Controlling Interest

Any **Claim(s)** brought by either:

- a. any entity in which the **Insured** exercises a controlling interest or
- b. any entity exercising a controlling interest over the **Insured** by virtue of their having a financial or executive interest in the operation of the **Insured**

unless such **Claim** is made against the **Insured** for an indemnity or contribution in respect of a **Claim** made by an independent third party.

### Cyber

Any **Claim**, loss, costs, expense, fines, penalties, mitigation costs or any other amount connected with:

- a. a **Cyber Act**; or
- b. 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
- c. receipt or transmission of malware, malicious code or similar by **You** or a party acting on **Your** behalf;
- d. the failure or interruption of service provided;
  - i. 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**;
  - ii. 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;
- e. 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 shall 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 10 for actual or alleged breach of **Data Protection Law** by **You** or any other party acting on **Your** behalf.

### Directors' and Officers' Liability

Any **Claim(s)** against any **Insured** in their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee.

### Dishonesty or Fraud

Any **Claim(s)** arising out of any dishonesty or fraud by **You** save to the extent that the **Claim** arises by reason of and was solely and directly caused by the (actual or allegedly) dishonest and/or fraudulent act(s) of any past or present partner, director, member, **Consultant** or employee of the **Practice** (whether committed alone or in collusion with others) which cause any client of **Yours** to suffer loss, provided always that:

- a. no indemnity shall be afforded in respect of any **Claim** arising out of such dishonesty or fraud on the part of any person after discovery by the **Insured**, in relation to that person, of reasonable cause for suspicion of fraud or dishonesty;
- b. any dishonesty and/or fraud committed by a person or persons acting in concert shall for the purposes of this policy be treated as one **Claim**

### Environmental Audits

Any **Claim(s)** directly or indirectly resulting from **Environmental Audits** carried out by **You**.

### EWS1 and Fire Risk Appraisal of External Walls Assessment

Any **Claim(s)** arising out of:

- a. the provision of an **EWS; FRAEW** and / or the completion and / or signing of an **EWS1 Form** for any building 18 metres or more in height above ground level (including the ground floor but not including basements or mezzanine levels), whether used for residential, commercial, parking or other use; and/ or
- b. the provision of an **EWS; FRAEW** and / or the completion and / or signing of an **EWS1 Form** by a person who has not taken and passed the RICS External Wall Systems Assessment Training Programme; and/ or
- c. the provision of an **EWS** or **FRAEW** undertaken or occurring prior to the **Retroactive Date**; and/or
- d. the completion and/or signing of an **EWS1 Form** or **FRAEW** assessment prior to the **Retroactive Date**.

### Financial Services

Any **Claim(s)** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

This exclusion will not apply to mortgage mediation activity and insurance mediation activity relating to general insurance contracts, but only for which the **Practice** has permission pursuant to Part IV of the Financial Services and Markets Act 2000.

### Fines, Penalties, Punitive, Multiple or Exemplary Damages

Any fines, penalties or punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal. Including but not limited to any fines or penalties for a breach of any 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 any guidance or codes of practice relating to personal data issued by any data protection regulator or government entity.

### Your Insolvency

Any **Claim** arising out of or relating solely to **Your** insolvency or bankruptcy.

This exclusion shall not apply to:

- a. any **Claim(s)** in respect of monies held on behalf of third parties and/or
- b. any **Claim(s)** that otherwise would be indemnified by this policy but for **Your** insolvency or bankruptcy.

### Liability arising out of Bodily Injury

Any **Claim(s)** arising out of **Bodily Injury** of any **Employee** whilst in the course of their employment for or on **Your** behalf.

### Liability arising out of employment

Any **Claim(s)** arising from any liability to any **Employee**, former **Employee** or prospective **Employee** in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

### Liability involving transport or property owned by You

Any **Claim(s)** arising out of:

- a. the ownership, possession or use by **You** or on **Your** behalf of any aircraft, watercraft, hovercraft, motor vehicle or trailer
- b. the ownership or possession by **You** or on **Your** behalf of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building leased, occupied or rented by **You**.

### Market Fluctuation Clause

Any **Claim(s)** relating to the financial return of any investment or the depreciation or loss of investments when such financial return, depreciation or loss is caused by normal or abnormal fluctuations in any financial, stock,

commodity or other markets which are outside **Your** influence or control.

This exclusion will not apply to **Professional Business** in connection with the survey or valuation of any tangible property.

#### **Nuclear Risks**

Any **Claim(s)** whether directly or indirectly caused by, contributed to by or arising from loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **Ombudsman**

Any ombudsman's award except to the extent covered under Insuring Clause 2 of Section A.

#### **Other Policies**

Any **Claim(s)** where **You** are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this policy not been effected.

#### **Previous Claims / Circumstance(s)**

Any **Claim**:

- a. which **You** were or should have been aware of prior to the inception of this policy (including any **Claim** notified under any insurance which was in force prior to the inception of this policy and accepted as notified by the insurer of that policy);
- b. arising out of any **Circumstance** which has been notified under any insurance which was in force prior to the inception of this policy and the insurers of that policy have accepted that the **Circumstance** was properly notified to that policy;

This exclusion shall not reduce **Your** rights under (or otherwise affect the application of) Section E - Failure to Make a Fair Presentation.

#### **Retroactive Date**

Any **Claim(s)** notified under the terms of this policy that arises out of the conduct of **Professional Business** prior to the **Retroactive Date**.

#### **Supply of Goods**

Any **Claim(s)** arising out of the supply of any goods by **You** or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by **You**. This exclusion shall not apply to project models or displays.

#### **Surveys and Valuations (qualifications and experience)**

Any **Claim(s)** arising out of a survey or valuation for secured lending purposes, unless it was undertaken by:

- a. anyone who is:
  - i. a Fellow, a Professional Member, a Technical Member or an Associate Member of the Royal Institution of Chartered Surveyors (RICS); or
  - ii. a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA); or
  - iii. a Fellow or Associate of the Architects and Surveyors Institute (ASI); or
  - iv. a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS); or
  - v. a Fellow or Associate of the Royal Institute of British Architects (RIBA); or
  - vi. a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS) or
  - vii. a RICS Registered Valuer in accordance with the RICS Valuation Standards; or

- b. anyone who has not less than five years' experience of such work, or
- c. any other person delegated by **You** to execute such work subject always to:
  - i. supervision of such work by a person qualified in accordance with clause a. or b. above, or
  - ii. agreement in writing having been obtained from **Us** prior to cover being granted

#### Trading Losses

Any **Claim(s)** arising out of any trading losses or trading liabilities incurred by **You** including loss of any business or custom.

#### USA and Canada

Any **Claim(s)** instituted or pursued in the United States of America, its territories and possessions or Canada (whether for the enforcement of a judgment or finding of a Court or tribunal of another jurisdiction or otherwise) or in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply or which involves the enforcement or attempted enforcement of a judgment or finding of a Court or tribunal of the United States of America, its territories and/or possessions or Canada.

#### War Risks

Any **Claim(s)** of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the **Claim**:

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or any act of terrorism.

For the purpose of this exclusion an act of terrorism means:

an act, including but not limited to the use of force or violence and / or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or religious or similar purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear.

This exclusion also excludes any **Claim**, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above.



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**ENDORSEMENTS**

No endorsements apply

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## How to make a complaint

Arch Insurance (UK) Limited is committed to dealing effectively with any complaints **You** may have about **Our** service. If **You** have cause for complaint either in relation to **Your** policy or any aspect regarding the standard of **Our** service, **You** can contact us using the following methods:

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

Tel: 0333 207 2268

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

## If we have not resolved your complaint

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).

The contact details for the FOS are:

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

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

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).

This complaints procedure does not affect your right to take legal action.

## Arch 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.

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**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:

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

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

1. For the purpose of managing **Your** insurance and any claims **You** make.
2. It is necessary to meet the terms of an insurance contract with **You** or a third party on **Your** behalf.
3. It is necessary to meet an obligation **We** have by law.
4. 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:

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

### Who do We share Your personal information with?

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

1. 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.
2. **Your** insurance broker.
3. Other insurers and reinsurers.
4. Credit reference bureaus and other financial firms involved in any financial payments.
5. National anti-fraud databases and fraud prevention agencies including the Claims and Underwriting Exchange and the Motor Insurers Anti-Fraud and Theft Register.
6. 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
7. 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.

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**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, Arch Insurance (UK) Limited, 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN.

## **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.