



Guaranteed Asset Protection (GAP) Insurance

Guaranteed Asset Protection (GAP) Insurance Policy Terms and Conditions

1. POLICY DETAILS

In return for Your payment of the Premium, We agree to insure You in accordance with the terms and conditions contained in the policy documentation provided to You in writing by Us.

Ingeni Services Group Limited is authorised to sign and issue these documents on Our behalf under Unique Market Reference 114889012025.

In witness whereof this Insurance Policy has been signed on behalf of the Insurer by:



Mr. Jonathan Davis Ingeni Services Group Limited

Guaranteed Asset Protection (GAP) Insurance has been designed to cover:

- the difference between Your Motor Insurance Settlement and the Invoice Price of Your Vehicle; or
- the amount You require to pay Your Early Settlement Amount; or
- the Premium paid for this insurance,

whichever is greater.

Please refer to Section 4. COVER PROVIDED for full details.

The Schedule is subject to the terms of this Policy Wording, and it shows the Vehicle that is covered by this GAP Insurance.

This Policy Wording includes important details about the cover provided, how claims are administered and any exclusions and conditions that may apply. It must be read in conjunction with Your other policy documentation such as Your Schedule. Words with special meanings have been listed within Section 3. DEFINITIONS. These words are Capitalised whenever they appear in this Policy Wording.

Please take the time to read Your policy documentation. If You have any questions or there is anything that You do not understand, please contact Ingeni on 01787 221909 by telephone, or at info@ingeni.co.uk by email. Please read Your policy documentation carefully, as Your failure to comply with any of its terms may render Your GAP Insurance invalid and could jeopardise the payment of any claim which might arise.

This insurance is administered by Ingeni Services Group Limited. They will help You with any questions You may have and deal with any claims. You should also contact them if You need to make any changes to the information disclosed when You arranged this insurance.

Ingeni Services Group Limited is registered in England under Company Registration Number 04547880 and is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 747381. Their registered office is at Ingeni Services Group Limited, Unit 11, Atlas Works, Foundry Lane, Earls Colne, Colchester, United Kingdom CO6 2TE.

This Policy is underwritten by Arch Insurance (UK) Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 229887. Registered Office: 5th Floor, 60 Great Tower Street, London, EC3R 5AZ. Registered in England and Wales: No. 04977362.

2. ELIGIBILITY

You are eligible for GAP Insurance if:

At the Start Date and during the Period of Insurance:

- ✓ You reside in the United Kingdom or, if You are a partnership, company or other legal entity, You are registered in the United Kingdom.
- ✓ You have paid the Premium including applicable taxes.
- ✓ You are at least 18 years of age.
- ✓ You have comprehensive Motor Insurance in place in Your name for Your Vehicle.
- ✓ You are the registered keeper of the Vehicle.
- ✓ Your Vehicle must be published in 'Glass's Guide', a Vehicle Valuation Guide, and registered in the United Kingdom.
- ✓ Your Vehicle is under 10 years of age.
- ✓ Your Vehicle has an Invoice Price greater than £5,000, was purchased in the 120 days immediately prior to the start date of this Policy, is not an excluded vehicle and does not exceed 4,000kg in weight.

Any Vehicle with an Invoice Price greater than £150,000 must have a Thatcham approved vehicle tracking system fitted, which was fully operational at the time of a theft.

Please Note: The following vehicles and vehicle uses are NOT eligible for cover under this GAP Insurance:

- ✗ Any vehicle that has been previously written-off.
- ✗ Any vehicle that is not a right-hand drive vehicle.
- ✗ Grey Imports, vehicles with a weight in excess of 4,000kg, emergency vehicles, breakdown and recovery vehicles, delivery and courier vehicles, three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, and vehicles capable of carrying more than 8 passengers (including the driver).
- ✗ Vehicles used for hire or reward (for example taxis, self-drive hire or driving schools).
- ✗ Vehicles used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial or any purpose in connection with the motor trade.
- ✗ Any vehicle that has been Modified.

3. DEFINITIONS

The following words and phrases will have the meanings described below wherever they are Capitalised in this Policy Wording:

Administrator: Ingeni Services Group Limited, Unit 11, Atlas Works, Foundry Lane, Earls Colne, Colchester, United Kingdom CO6 2TE. Whenever You contact them, please quote the reference on Your Schedule.

Early Settlement Amount: The amount required to settle Your Finance Agreement at the date of Total Loss, excluding any amount carried over from a previous Finance Agreement, any insurance premiums other than for Ingeni Tyre & Alloy Wheel insurance, additional interest charges, discounts, incentives and cashbacks, arrears, title discharge fees and any other financed amount not relating specifically to Your Vehicle.

Family Member: Your spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

Finance Agreement: The agreement between You and the Finance Company for the purchase of Your Vehicle.

Finance Company: The authorised Finance Company with which You have entered into Your Finance Agreement.

Green Card: A document issued by Your Motor Insurer to prove that You have vehicle insurance when driving abroad.

Grey Import: New or used vehicles legally imported from another country through channels other than the manufacturer's official distribution system.

Incident: The cause of the claim.

Invoice Price: The price paid for the Vehicle including factory fitted options and dealer fitted accessories up to a maximum value of £3,000, including the cost of any Ingeni products that You have not received the benefit by way of paid claims, repairs or treatments, less any cost refunded on cancellation.

For new or pre-registered vehicles this will include delivery charges from manufacturer to the dealer. However, it will exclude any other delivery charges, insurance premiums, new vehicle registration fees, road tax, number plates, cherished number plate transfers, warranty costs, fuel, other extras and any amount relating to finance for any other vehicle which may be included in the Invoice Price.

Market Value: The Vehicle Valuation Guide retail value, including VAT, for a vehicle of the same make, specification (the level of equipment found in Your Vehicle including factory fitted options and dealer fitted accessories), model, age, mileage and condition as Your Vehicle was just before the Total Loss You are claiming for. We reserve the right to have an independent valuation undertaken should the specification not be available within a Vehicle Valuation Guide or it is suspected that the condition of Your Vehicle is such that this would affect the guide value.

Maximum Benefit: The claim limit shown on the Schedule.

Modified: A vehicle that has been altered, outside of the manufacturer's standard specification, for example engine enhancements or lowering of the suspension (this is not an exhaustive list). However, this does not include a vehicle which has been specifically modified or adapted for a disabled driver.

Motor Insurance: The policy providing comprehensive Motor Insurance in respect of Your Vehicle issued by Your Motor Insurer and maintained in Your name throughout the Period of Insurance.

Motor Insurance Settlement: The money that You receive from Your Motor Insurer under Your Motor Insurance following a claim for the Total Loss of Your Vehicle before the excess and other fees have been applied.

Motor Insurer: An authorised Motor Insurance company that issued Your policy of Motor Insurance to You.

Negative Equity: Any finance or outstanding debt and resulting interest due on or carried across to Your Vehicle from a previous finance agreement that was in Your name and secured against the part exchanged vehicle.

Period of Insurance: The period as shown in the Schedule from the Start Date up to either the:

- (a) end of this period;
- (b) date on which Your Vehicle is repossessed by the Finance Company;
- (c) date on which Your Vehicle is sold or transferred to a new owner;
- (d) date the Policy is cancelled in accordance with its terms;
- (e) date of any claim for a Total Loss;
- (f) date of non-payment of Premium by You;
- (g) date Your Finance Agreement is terminated, for any reason;
- (h) date You receive a replacement vehicle from Your Motor Insurer and have failed to advise Us or, the date You sell Your Vehicle privately and the new owner fails to contact Us;

This insurance cover is non-renewable;

Policy: This document, together with the Schedule.

Premium: The amount that You have agreed to pay Us in respect of Your insurance cover in accordance with the terms of this Policy.

Schedule: The document issued to You containing important information about You, Your Vehicle, the Start date and the Premium.

Start Date: The date this insurance cover commences as shown on the Schedule.

Sum Insured: The maximum amount that can be claimed in total during the Period of Insurance as stated in the Schedule.

Territorial Limits: The United Kingdom. Your Vehicle is also covered in the European Economic Area (EEA), Isle of Man, Channel Islands and Switzerland, providing You have the relevant Green Card and maintain a comparable level of cover on Your Motor Insurance equivalent to the cover You have in the UK and that this cover is in force on the date of Incident.

Total Loss: The Total Loss of Your Vehicle as a result of fire, theft, accidental or malicious damage, natural disaster or adverse weather conditions rendering Your Vehicle beyond economic repair resulting in a Motor Insurance Settlement.

Vehicle: The Vehicle described in Your Schedule.

Vehicle Valuation Guide: A motor industry publication, which provides vehicle valuations, i.e. such as 'Glass's Guide'.

We/Us/Our: Arch Insurance (UK) Limited.

You/Your/Yourself: The person named in Your Schedule.

4. COVER PROVIDED

Your GAP Insurance is designed so that in the event of the Total Loss of Your Vehicle during the Period of Insurance, We will pay a Maximum Benefit of:

- the difference between Your Motor Insurance Settlement and the Invoice Price of Your Vehicle; or
- the amount You require to pay Your Early Settlement Amount; or
- the Premium paid for this insurance,

whichever is greater.

If purchased, this payment will be inclusive of factory fitted options and dealer fitted accessories up to £3,000, including the cost of any Ingeni products provided that You have not received the benefit by way of paid claims, repairs or treatments, less any cost refunded on cancellation.

If the Early Settlement Amount is greater than the Invoice Price of Your Vehicle, We will pay the difference between Your Motor Insurance Settlement and the Early Settlement Amount (up to the Sum Insured). The benefit will be paid to the Finance or Lease Company and We will pay any excess over the Early Settlement Amount to You.

Additional Benefits

Your GAP Insurance also provides the following additional benefits:

- **Inconvenience Support**

We will pay You the amount shown in the table below to support You with the costs and inconvenience caused by Your Vehicle being declared a Total Loss, providing Your claim is authorised.

Vehicle Value	Additional Payment
Up to £15,000	£750
£15,001 to £50,000	£1,000
Above £50,001	£1,500

- **Excess**

Following a Total Loss claim, We will pay You up to £750 towards the excess payable under Your Motor Insurance policy.

Should any incidents occur which do not result in a Total Loss, the excess benefit can be claimed an unlimited number of times during the life of the policy.

These benefits (excluding the excess cover) can only be claimed once during any Period of Insurance, and the limits shown are in addition to the Maximum Benefit payable following the Total Loss of Your Vehicle.

5. EXCLUSIONS

5.1 You are not covered for:

- 5.1.1** Any Negative Equity included within the Finance Agreement.
- 5.1.2** The salvage value of Your Vehicle where You are not required to transfer ownership of Your Vehicle to Your Motor Insurer.
- 5.1.3** The amount Your Motor Insurance Settlement is reduced by because of Your contributory negligence or due to the condition of Your Vehicle.
- 5.1.4** The Premium or any part of the Premium that has not been paid to Us.
- 5.1.5** The VAT content of any claim if You are VAT registered.
- 5.1.6** Delivery charges (except for those for new or pre-registered vehicles delivered from manufacturer to the dealer), insurance premiums, new vehicle registration fees, road tax, number plates, cherished number plate transfers, warranty costs, fuel, other extras and any amount relating to finance for any other vehicle which may be included in the Invoice Price.
- 5.1.7** Any claim where the Motor Insurer has offered to repair Your Vehicle but You have requested the claim to be dealt with as a Total Loss.
- 5.1.8** Any claim where You are eligible for a replacement vehicle except for the Additional Benefits stated in Section 4. COVER PROVIDED.
- 5.1.9** Claims caused by or arising from an intentional act or Your wilful neglect.
- 5.1.10** Claims directly or indirectly caused by or contributed to or arising from ionising radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 5.1.11** Claims arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 5.1.12** Claims that result from any loss, damage, liability, cost, or expense caused deliberately or accidentally by the use of or inability to use any application, software or program, including any computer virus or any computer related hoax.

5.2 You are not covered if the Total Loss:

- 5.2.1** Is caused when the Vehicle is driven with Your consent by someone who is not covered by Your Motor Insurance and does not hold a valid driving licence or is in breach of the conditions of that driving licence.
- 5.2.2** Results from You or any other person with Your consent driving the Vehicle when intoxicated or under the influence of alcohol or drugs not prescribed by a medical practitioner or drugs prescribed by a medical practitioner where advice against driving has been given.
- 5.2.3** Results from an accident, theft, act of vandalism or flood outside the Territorial Limits.
- 5.2.4** Is for a Vehicle owned by a garage, vehicle trader or any other associated vehicle trade company.
- 5.2.5** Is a result of theft by any person having access to the keys of the Vehicle.

5.3 The benefit will not be paid if You do not have Motor Insurance at the time of Total Loss.

5.4 You are not covered for any reduction in vehicle value resulting from or attributable to any modifications made to Your Vehicle.

This exclusion does not apply to modifications that are manufacturer's optional extras or dealer fitted accessories.

5.5 Where Your Vehicle is a Total Loss You are not covered:

- 5.5.1** For Incidents that are reported to Us after You sell or otherwise dispose of Your Vehicle.
- 5.5.2** Where You sell or otherwise dispose of Your Vehicle without first obtaining Our written consent.
- 5.5.3** Where You are entitled to indemnity under another insurance policy.

6. GENERAL CONDITIONS

You must fulfil certain obligations in order to ensure that Your GAP Insurance remains valid. If You do not comply with these conditions, this may render Your GAP Insurance invalid and could jeopardise the payment of any claim which may arise.

- 6.1** You must report Your claim as soon as is reasonably possible but in any event, within 120 days of the Incident.
- 6.2** You must maintain Your Vehicle in an efficient and roadworthy condition.
- 6.3** You must give Us true and complete information and You must comply with Our reasonable requests.
- 6.4** You must follow the prescribed claims procedure as explained in this Policy Wording or by the Administrator.
- 6.5** You must inform Us, via the Administrator, if any of the details in Your Schedule are incorrect or need updating.

- 6.6** You must use Your best endeavours to obtain the maximum possible Motor Insurance Settlement under Your Motor Insurance policy.
- 6.7** You must take care of Your Vehicle, and:
- 6.7.1** take all reasonable steps to prevent any incident that may give rise to a claim;
 - 6.7.2** maintain Your Vehicle and take all reasonable steps to minimise the amount payable under this Policy;
 - 6.7.3** not continue to drive Your Vehicle after any damage or incident if this could cause further damage to Your Vehicle; and
 - 6.7.4** allow Us to examine Your Vehicle at any time.
- 6.8** In the event of a claim, Your duties are to:
- 6.8.1** provide Us with the documents and information detailed in Section 9. HOW TO MAKE A CLAIM; and
 - 6.8.2** cooperate fully with Us and provide Us with any other relevant documents or information We request.
- 6.9** You must seek approval from Us before any legal proceedings are issued by You or on Your behalf against an 'at fault' party to recover damages sustained to Your Vehicle as a result of an incident that gives rise to a claim under this Policy.
- 6.10** When considering Your claim, We reserve the right to instruct, at our expense, an expert motor engineer to inspect Your Vehicle.
- 6.11** If We want to, We may, at Our own expense, take over and conduct proceedings in Your name to recover compensation from any third party in respect of any indemnity provided under this Policy. We shall have full discretion in the conduct of any such proceedings and any amounts that are recovered will belong to Us. You must provide all reasonable assistance to help Us obtain a recovery.
- 6.12** Where Your Vehicle is the subject of a Finance Agreement, You must:
- 6.12.1** Authorise Us to engage with and contact Your Finance Company on Your behalf; and
 - 6.12.2** Provide to Us Your finance documents, in the event We seek to recover any costs or damages that We have under this Policy.
- 6.13** If You or any other person recover monies previously paid to You by Us under this Policy from any other party, such monies must be immediately repaid to Us.

7. CANCELLATION & COOLING OFF PERIOD

We trust that You will be happy with Your GAP Insurance. However, You have the right to cancel it within 30 days of receiving Your Policy and return to Your supplying dealer who will arrange a refund.

If You cancel after the first 30 days You can receive a pro rata refund for the number of complete unexpired days remaining of Your Policy. If You wish to cancel Your Policy, please contact the Administrator in writing via email at info@ingeni.co.uk or by writing to Unit 11, Atlas Works, Foundry Lane, Earls Colne, Colchester, Essex, CO62TE.

In the event that the Policy is cancelled by You, a £15 administration fee will be applied by the Administrator.

The cancellation date will be the date the documents are received by the Administrator.

We reserve the right to cancel this GAP Insurance by giving You 30 days' notice at any stage during the Period of Insurance. In this event, We will refund You for the unexpired portion of Your Premium if no claims have been paid.

We may cancel Your Policy due to the non-payment of Premium, if You use threatening or abusive behavior or language or We have reasonable suspicion of fraud. This is not an exhaustive list.

If You are paying for Your Policy via a monthly funding option, and You wish to cancel Your Policy, You may be entitled to a pro rata refund once any funding costs have been deducted (subject to the administration fee referred to above). If You owe more than the pro rata refund amount, You will be liable for any outstanding costs.

If You are paying for Your Policy via a monthly funding option, and You default on Your payments, Your Policy will be cancelled. You may be entitled to a pro rata refund once any funding costs have been deducted. If You owe more than the pro rata refund amount, You will be liable for any outstanding costs.

We will not refund any Premium paid if a claim has been paid or if an Incident that may give rise to a claim has occurred.

8. AUTOMATIC TERMINATION

Your GAP Insurance will automatically terminate on the earliest date of the following events:

- You dispose of, or transfer ownership of Your Vehicle to another party (other than a family member as permitted by the terms of this Policy).
- Your Policy expires as per Your Schedule.
- If You are an individual, You cease to be resident in the United Kingdom.
- If You are a company, You cease to be registered in the United Kingdom.

9. HOW TO MAKE A CLAIM

If You wish to make a claim under this insurance cover, please contact the Administrator:

By email: claims@ingeni.co.uk

By telephone: 01787 220799

Important: Please contact the Administrator to register Your claim prior to accepting a settlement offer from Your Motor Insurer.

All claims must be notified as soon as is reasonably possible, and in any event, within 120 days of any Incident. The Administrator will send You a claim form for You to complete and return.

You must comply with the claims procedure as explained in this Policy Wording and by the Administrator, and comply with the conditions stated in Section 6. GENERAL CONDITIONS.

In order to authorise a claim, the Administrator will require:

- A completed claim form.
- The Original Vehicle Purchase Invoice.
- The Motor Insurance Settlement total loss confirmation letter – detailing the value for the vehicle, any applicable excess being deducted, and any payment being made directly to the finance company.
- Certificate of Motor Insurance in force at the time your vehicle was written off.
- Motor Insurance schedule in force at the time your vehicle was written off.
- The Full V5C Registration Document.
- Motor Insurers' Engineers Report (you will need to request this from the Motor Insurers). The report MUST include the mileage used to value your vehicle, images of the vehicle and breakdown of repair costs.
- In addition, if the vehicle was financed:
 - the Original Finance Agreement; and
 - Your Final Settlement amount (obtained from your finance company).
- In addition, if the vehicle was stolen:
 - any CCTV footage of the theft.
- In the case of theft
 - You must report the incident to the police and advise the Administrator of the crime reference number.

If You accept a settlement figure from Your Motor Insurer which is less than the Market Value of Your Vehicle, We will instruct the Administrator to contact Your Motor Insurer in Your name to seek a settlement according to the Market Value of Your Vehicle when the Total Loss occurred.

Any further information and documents We may require in relation to Your claim. We will only ask for information relevant to Your claim. If You are unable to supply any evidence We require listed above, then We may ask You for alternative evidence to support Your claim.

Upon receipt of the information requested above, the Administrator will review Your claim. If Your claim is covered by this Policy, the Administrator will authorise Your claim. Only We or the Administrator are mandated to authorise or reject claims.

The Administrator will be unable to process Your claim if You do not provide:

- A copy of Your Motor Insurance schedule.
- Your Motor Insurer's written confirmation that the Motor Insurance Settlement has been paid following Your claim for Total Loss and the terms on which the Motor Insurance Settlement was made.
- Your original invoice relating to the Vehicle.

- If applicable, a copy of Your Finance Agreement, written confirmation from Your Finance Company of the Early Settlement Amount and the terms on which it has been calculated.

10. TRANSFERRING YOUR COVER

You are able to transfer the unexpired portion of Your insurance cover to a replacement vehicle provided under the terms of Your Motor Insurance in the event of a Total loss.

If Your Motor Insurer provides You a like for like replacement vehicle there will be no charge to transfer Your insurance cover to Your new vehicle.

If You have chosen to pay the Premium in instalments, all payments must be up to date.

You should notify the Administrator in writing in writing via email at info@ingeni.co.uk or by writing to Unit 11, Atlas Works, Foundry Lane, Earls Colne, Colchester, Essex, CO62TE, within 30 days of the transfer. The Administrator will issue a new Schedule to You.

The Start Date and the Period of Insurance will remain the same.

The Inconvenience Support can only be claimed once during the Period of Insurance.

Irrespective of the invoice price of the replacement vehicle, the original net Invoice Price will be used to calculate any future claim. If this is unavailable, Vehicle Valuation Guide retail value (calculated from the date the insured Vehicle was purchased) will be used instead.

The transfer will be subject to Our approval. You cannot transfer Your insurance cover if a claim or an Incident that may give rise to a claim has occurred, unless You accept a new car replacement from Your Motor Insurer, in which case any remaining cover may be transferred to the replacement vehicle.

Subject to Our prior approval, You may transfer this Policy to a member of Your family, Please contact the Administrator if You wish to do this.

11. WHAT TO DO IF YOU HAVE A COMPLAINT

We always aim to provide a first-class standard of service. However, if You are dissatisfied You should in the first instance contact the Administrator, quoting Your product number. Their contact details are:

Operations Manager
Ingeni Services Group Limited
Unit 11
Atlas Works
Foundry Lane
Earls Colne
Colchester
United Kingdom
CO6 2TE

Telephone: 01787 221909

Email: info@ingeni.co.uk

If, after making a complaint, You are unhappy with the final response, or if You have not received a final response within 8 weeks of the complaint being made (and You are an eligible complainant), You may wish to contact the Financial Services Ombudsman. Where a final response has been issued, You have six months from the date of the final response letter to contact them. Their contact details are:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Lo Call: 0300 123 9123

Telephone: 0800 023 4567

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

Web: www.financial-ombudsman.org.uk/make-complaint

The Financial Services Ombudsman decision is binding on Us but not You.

The complaints procedure set out above does not affect Your right to take legal action against Us, or the Administrator.

12. YOUR PERSONAL INFORMATION

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 broker 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 do we share your personal information with?

We may share Your information with:

- Third parties who help Us deliver Our products and services to You. This can include claims handlers, loss adjustors, legal representatives and data-storage providers.
- Your insurance agent/broker.
- Other insurers and reinsurers.
- Credit reference bureaus and other financial firms involved in any financial payments.
- National anti-fraud databases and fraud prevention agencies including the Claims and Underwriting Exchange and the Motor Insurers Anti-Fraud and Theft Register.
- Auditors, regulators, police or law enforcement bodies and statutory or regulatory authorities, including but not limited to the Employer's Liability Tracing Office and the Motor Insurers' Bureau
- Companies within the Arch Capital Group Ltd group of companies to help deliver Our products and services. When We use third parties to deliver Our products and services, Your personal information will only be used for the provision and administration of the services provided to You. We require third parties to take all steps which are reasonably necessary to ensure that Your data is treated securely and in accordance with this notice.

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

How long we keep your personal information for

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

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

Your rights relating to your personal information

Under data protection law You have several data protection rights. These include the right to request a copy of Your personal information, request to have Your information updated or corrected, request to have Your information deleted (right to be forgotten), object to how We are using Your information (including Our legitimate interests mentioned above), or request to have Your information sent directly to a third party.

These rights may not apply in all cases or there might be restrictions to how these apply. If You wish to exercise any of Your rights, please contact Our Data Protection Officer whose contact details are below.

If You have any concerns about how We may use or have used Your personal information, please contact Us and We will try to resolve Your concerns. You may also contact the UK Data Protection Regulator - the Information Commissioner’s Office, whose details can be found on their website www.ico.org.uk.

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.

13. LEGAL, REGULATORY & OTHER

Language Applicable to Contract

This contract, all accompanying documents and all communication about it will be in English.

Governing Law

Unless You and We both agree otherwise, the law which applies to this insurance is the law applicable to the part of the United Kingdom in which You live.

Any legal proceedings between You and Us in connection with this contract will take place in the courts of the part of the United Kingdom in which You live.

Contracts (Rights of Third Parties) Act 1999

This insurance is a legally binding contract between You and Us and does not give, or intend to give, rights to anyone else. Only You or We can enforce the terms of this contract.

Sanctions

You agree that any cover, the payment of any claim and any benefit provided under Your Policy will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose Us to any sanction, prohibition or restriction under any:

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

The suspension will continue until We are no longer exposed to any sanction, prohibition or restriction.

Disclosure of Important Information

This clause only applies if You are an individual

In deciding to accept this insurance and in setting the terms and Premium, We have relied on the information You have given Us, via the Administrator. You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out or make changes to Your Policy. If the information provided by You is not complete and accurate:

- We may cancel Your Policy and refuse to pay any claim; or
- We may not pay any claim in full; or
- We may revise the Premium; or
- the extent of the cover may be affected.

This clause only applies if You are a UK registered company

Under the Insurance Act 2015, You have a duty to make a fair presentation of the risk to Us before this Policy starts and when You make any amendment(s) to Your cover. This means You must:

- Disclose all material facts which You know or ought to know.
- Make the disclosure in a reasonably clear and accessible way; and Ensure that every material representation of fact is substantially correct and made in good faith.

A "material fact" is information that would influence Our decision as to whether to insure You and if so, on what terms.

For the purposes of the duty of fair presentation, You are expected to know the following:

- If You are an individual (such as a sole trader or an individual partner):
 - what is known to You and anybody who is responsible for arranging this insurance.
- If You are not an individual (such as a limited company or a partnership):
 - What is known to anybody who is part of Your organisation's senior management (this means those people who play significant roles in the making of decisions about how Your activities are to be managed or organised), or anybody who is responsible for arranging this insurance.
 - What should reasonably be revealed by a reasonable search of information available to You. The information may be held within Your organisation, or by any third party (including but not limited to subsidiaries, affiliates, the Administrator, or any other person who will be covered under the insurance). If the insurance is intended to insure subsidiaries, affiliates or other parties, You are expected to have included them in Your enquiries and inform Us if You have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If You breach Your duty to make a fair presentation of the risk to Us, then:

- Where the breach was deliberate or reckless, We may void this Policy and refuse all claims, and keep all Premiums paid.
- Where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this Policy on any terms, We may avoid this Policy and refuse all claims, but will return any Premiums paid;
 - We would have agreed to provide cover under this Policy but on different terms (other than premium terms), We may require that this Policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this Policy but would have charged a higher premium, Our liability for any loss amount payable will be limited to the proportion that the premium We charged bears to the higher premium We would have charged. For example, if due to a breach of fair presentation We charged a premium of £40.00 but We should have charged £80.00, for a claim submitted and agreed at a settlement value of £4,000 You will only be paid £2,000.

Fraudulent Claims or Misleading Information

- a) If You or anyone acting on Your behalf makes a fraudulent claim under this insurance contract, We:
- 1) are not liable to pay the claim; and
 - 2) may recover, from You, any sums paid by Us to You in respect of the claim; and
 - 3) may, by notice to You, treat the contract as having been terminated with effect from the time of the fraudulent act.
- b) If We exercise Our right under clause a) 3) above:
- 1) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - 2) We need not return any of the premiums paid.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the “Compensation Scheme”). If We are unable to meet Our obligations under this insurance, You may be entitled to compensation from the Compensation Scheme. Further information is available from their website: www.fscs.org.uk, or You can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Severability

If any term, condition or exclusion, or any other part of this Policy, is found to be invalid or unenforceable, the remainder shall be in full force and effect.

Do you need some additional support?

We are committed to ensuring that Our customers receive additional support and guidance when they need it. We understand that vulnerability can affect anyone, and that it may be temporary or permanent. We can provide support by adjusting Our communication methods and processes if You need Us to. We also have dedicated support resources that can help You. If there are specific circumstances or requirements that You think We should be aware of, such as health issues, financial hardship, bereavement, or anything else, please contact Ingeni Service Group Limited.