



PROFESSIONAL INDEMNITY

Schedule

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| Certificate Reference | P0017611PI2021AX0 |
| Certificate Wording | ARCH Excess Layer Wording 2017 |
| Name of Insured | John Weaver (Contractors) Ltd |
| Principal Address | Morfa House,126 Neath Road SWANSEA West Glamorgan United Kingdom SA1 2JW |
| Business | Building Contractors and as disclosed to insurers |
| Other Activities | None |
| Period of Insurance | 01 January 2021 to 31 May 2021 Both days inclusive at Local Standard Time. |
| Limit of Indemnity | GBP 5,000,000 Any one claim plus costs and expenses |
| Excess | GBP 5,000,000 Any one claim plus costs and expenses |
| Premium | GBP 3,125.00 |
| IPT 12%. | GBP 375.00 |
| Total Payable | GBP 3,500.00 |
| Proposal Form Date | 17 March 2020 |
| No Claims Declaration Date | 02 December 2020 |
| Retroactive Date | 01 January 2021 |
| Additional terms, conditions and exclusions | As attached herein |
| All Claims and circumstances to be notified to | Arch Insurance (UK) Ltd, Claims Department, 5 th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ Email: piclaims@archinsurance.co.uk . |

Attaching to and forming part of Policy No: P0017611PI2021AX0

To indemnify the Assured for claim or claims first made against the Assured during the period of insurance hereon up to this Policy's amount of liability (as hereinafter specified) the excess of the Underlying Policy/ies limits (as hereinafter specified) the latter amount being the subject of Indemnity Policy/ies (as hereinafter specified) or any Policy/ies issued in substitution or renewal thereof for the same amount effected by the Assured and hereinafter referred to as "the Underlying Policy/ies".

This Policy's amount of liability: GBP 5,000,000 Any one claim plus costs and expenses

Underlying Policy(ies) Limits: GBP 5,000,000 Any one claim plus costs and expenses

Underlying Policy(ies) Number(s): Tokio Marine HCC PI20F619856

1. Liability to pay under this Policy shall not attach unless and until the Underwriters of the Underlying Policy/ies shall have paid or have admitted liability or have been held liable to pay, the full amount of their indemnity.
2. It is a condition of this Policy that the Underlying Policy/ies shall be maintained in full effect during the currency of this Policy.
3. In the event of a claim arising to which the Underwriters hereon may be liable to contribute, no costs shall be incurred on their behalf without their consent being first obtained (such consent not to be unreasonably withheld) and if they so consent they shall contribute to the said costs in the proportion that their share of the claim, as finally settled bears to the total sum paid to dispose of the claim. No settlement of a claim shall be effected by the Assured for such a sum as will involve this Policy without the consent of Underwriters hereon.
4. Any claim(s) made against the Assured or the discovery by the Assured of any loss(es), or any circumstances of which the Assured becomes aware during the subsistence hereof which are likely to give rise to such a claim or loss, shall, if it appears likely that such claim(s) or loss(es) may exceed the indemnity available under the Policy/ies of the Primary and Underlying Excess Insurers, be notified immediately by the Assured in writing to the Underwriters hereon.
5. All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters provided always that nothing in this Policy shall be construed to mean that loss settlements under this Policy are not payable until the Assured's ultimate net loss has been finally ascertained.
6. Except as otherwise provided herein this Policy is subject to the same terms, exclusions, conditions and definitions as the Policy of the Primary Insurers. No amendment to the Policy of the Primary Insurers during the period of this Policy in respect of which the Primary Insurers require an additional premium or a deductible shall be effective in extending the scope of this Policy until agreed in writing by the Underwriters.
7. If the Assured shall prefer any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

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ENDORSEMENTS

FIRE SAFETY EXCLUSION

Attaching and forming part of Policy No: P0017611PI2021AX0

It is hereby noted and agreed that this Policy shall exclude any Claim arising out of any Fire Safety Notification

A Fire Safety Notification is defined as

Any Claim(s), losses, liability, costs, expenses or defence costs directly or indirectly arising out of or connected to:-

- i) the combustibility, fire protection performance, fire resistance/fire retardant characteristics of any external cladding or roofing systems
- ii) any internal fire protection systems
- iii) any aspect of the fire safety or fire performance of a building or structure

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED

SANCTION LIMITATION AND EXCLUSION CLAUSE

Attaching and forming part of Policy No: P0017611PI2021AX0

Underwriters shall not be deemed to provide cover and shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED

THIS IS TO CERTIFY that in accordance with the authorisation granted under Policy no P0017611PI2021AX0 to the undersigned by certain Underwriters hereinafter known as "Underwriters, whose names and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Policy and in consideration of the premium specified herein the said Underwriters are hereby bound, each for his own part, and not for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

IMPORTANT NOTICE

This policy is a contract of Insurance and is the basis upon which all claims will be considered. Please read this policy carefully to ensure that it is in accordance with your requirements and that you fully understand its terms, exclusions, conditions and limitations. If there is any point which requires clarification please contact your intermediary who arranged this Insurance for you or: - Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ.

COMPLAINTS

It is our intention to provide you with a first class service. However, there may be occasions when you feel that this objective has not been achieved. If you are dissatisfied with any aspect of the service that you receive, please contact either your usual insurance adviser or:

The Complaints Manager
Arch Insurance (UK) Ltd
5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

Please state the nature of your complaint. Quote the policy and/or claim number, the name of any claim handling organisation with whom you have been dealing and their reference number.

You will receive an acknowledgement within 5 working days of receipt of your complaint together with a detailed timetable of the actions we will take to investigate/handle your complaint.

If the matter is not resolved to your satisfaction you may request assistance from:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Email address: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk
Telephone No.: 0800 023 4567 Calls to this number are free on mobile phones and landlines
0300 123 9123 Calls to this number cost no more than calls to 01 and 02 numbers.

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Services Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against Arch Insurance (UK) Ltd.

Signed



Steve Bashford

Dated: 16 December 2020

**Arch Insurance (UK) Ltd,
5th Floor, Plantation Place South,
60 Great Tower Street,
London EC3R 5AZ
Telephone: 020 7621 4500**

PRIVACY NOTICE

Personal information

Your insurance cover may include cover for individuals who are either insureds or beneficiaries under the policy ("*individual insureds*"). We and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

Your Obligations

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our personal information notice, which we have provided to you below, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

Personal information notice

The basics:

We collect and use relevant information about you, to provide the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose such information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Depending on the circumstances, the use of your personal information may involve a transfer of data outside the UK and the European Economic Area to countries that have less robust data protection laws. We will endeavour to ensure that any such transfer is made with appropriate contractual safeguards in place.

We will not keep your information for longer than necessary. Under normal circumstances, this will be for no longer than seven years after the insurance cover that benefits you ends, though for some types of insurance, we may be required to retain data for longer due to our legal or regulatory obligations

Other people's details you provide to us:

Where you are providing us with personal information about a person other than yourself, you must provide this notice to them.

Where to find more details, contacting us and your rights:

You have rights in relation to the information we hold about you, including the right to access a copy of your information (and have this transferred to a third party) or request rectification of your information if it is inaccurate or incomplete. If you wish to exercise your rights or would like more details about how we use your personal information please see our full privacy notice, which is available online at www.archcapgroup.com or contact us using the details provided.