

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**Current Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

October 11, 2024

Date of Report (Date of earliest event reported)

Arch Capital Group Ltd.

(Exact name of registrant as specified in its charter)

Bermuda
(State or other
jurisdiction of
incorporation or
organization)

001-16209
(Commission File Number)

98-0374481
(I.R.S. Employer
Identification No.)

Waterloo House, Ground Floor, 100 Pitts Bay Road, Pembroke HM 08, Bermuda
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code:
(441) 278-9250

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol (s)	Name of each exchange on which registered	
Common shares, \$0.0011 par value per share	ACGL	NASDAQ	Stock Market
Depository shares, each representing a 1/1,000th interest in a 5.45% Series F preferred share	ACGLO	NASDAQ	Stock Market
Depository shares, each representing a 1/1,000th interest in a 4.55% Series G preferred share	ACGLN	NASDAQ	Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 11, 2024, Marc Grandisson, Chief Executive Officer of Arch Capital Group Ltd. (the “Company”), notified the board of directors (the “Board”) of the Company of his decision to retire from his employment with the Company. Mr. Grandisson will cease to be Chief Executive Officer of the Company and a member of the Board effective October 15, 2024. He will receive the benefits he is entitled to under Sections 5.02 and 9.01 of his Employment Agreement dated as of April 9, 2018 and under his equity-based compensation awards as a retiree under the applicable equity award agreements, subject to compliance with the terms and conditions thereof.

In accordance with the Company’s succession plan, the Board approved the appointment of Nicolas Papadopoulo as Chief Executive Officer of the Company and as a member of the Board, effective October 13, 2024. In connection with such appointment, the Company and Mr. Papadopoulo entered into an Amendment to Employment Agreement, dated as of October 13, 2024 (the “Amendment”), amending the terms of Mr. Papadopoulo’s Employment Agreement dated September 19, 2017. Pursuant to the Amendment, Mr. Papadopoulo’s base salary will be \$1,300,000 per annum, and his target annual bonus will be 200% of his base salary for the year. In the event of termination by Mr. Papadopoulo for “Good Reason” or by the Company without “Cause” (as those terms are defined in the Employment Agreement), Mr. Papadopoulo would be entitled to (a) base salary for the six month notice period and for the excess of 24 months over the number of months, if any, he is on garden leave, (b) 200% of his annual target bonus, (c) a pro-rated portion of his target annual bonus through the date of notice of termination, and (d) continuation of major medical insurance coverage for a period of up to 18 months.

Mr. Papadopoulo, age 62, has served as President and Chief Underwriting Officer of Arch Capital and Chief Executive Officer of Arch Worldwide Insurance Group since January 2021. From September 2017 to December 2020, Mr. Papadopoulo was Chairman and Chief Executive Officer of Arch Worldwide Insurance Group and Chief Underwriting Officer for Property and Casualty Operations. From July 2014 to September 2017, Mr. Papadopoulo was Chairman and Chief Executive Officer of Arch Reinsurance Group at Arch Capital. He joined Arch Reinsurance Ltd. in December 2001 where he held a variety of underwriting roles. Prior to joining the Company, he held various positions at Sorema N.A. Reinsurance Group, a U.S. subsidiary of Groupama, and he was also an insurance examiner with the Ministry of Finance, Insurance Department, in France. Mr. Papadopoulo graduated from École Polytechnique in France and École Nationale de la Statistique et de l’Administration Economique in France with a master’s degree in statistics. He is also a Member of the International Actuarial Association and a Fellow at the French Actuarial Society.

Aside from transactions previously disclosed by the Company in its definitive proxy statement filed with the Securities and Exchange Commission on March 28, 2024, Mr. Papadopoulo has not been involved in any other transactions with the Company that would require disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings between Mr. Papadopoulo and any other person pursuant to which he was selected as director. There are also no family relationships between Mr. Papadopoulo and any other director or executive officer of the Company. To the extent any information called for by Item 5.02(d)(3) of the Form 8-K is not determined, the Company will provide such information, if required, in an amendment to this Current Report on Form 8-K within four business days after the information is determined or becomes available.

The foregoing description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, which is included as Exhibit 10.1 hereto and incorporated into this Item 5.02 by reference.

ITEM 7.01 Regulation FD Disclosure.

On October 14, 2024, the Company issued a press release announcing the aforementioned events. A copy of this press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

The information in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities under that section, nor shall it be deemed to be incorporated by reference into the filings of the registrant under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d): The following exhibits are being filed herewith.

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.1	Amendment to Employment Agreement, dated as of October 13, 2024, between ACGL and Nicolas Papadopoulos†
99.1	Press Release, dated October 14, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Management contract or compensatory plan or arrangement.

Cautionary Note Regarding Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 provides a “safe harbor” for forward-looking statements. This filing or any other written or oral statements made by or on behalf of Arch Capital Group Ltd. and its subsidiaries may include forward-looking statements, which reflect the Company’s current views with respect to future events and financial performance. All statements other than statements of historical fact included in or incorporated by reference in this filing are forward-looking statements.

Forward-looking statements can generally be identified by the use of forward-looking terminology such as “may,” “will,” “expect,” “intend,” or “continue” or their negative or variations or similar terminology. Forward-looking statements involve the Company’s current assessment of risks and uncertainties. Actual events and results may differ materially from those expressed or implied in these statements. A non-exclusive list of the important factors that could cause actual results to differ materially from those in such forward-looking statements includes the following: adverse general economic and market conditions; increased competition; pricing and policy term trends; fluctuations in the actions of rating agencies and the Company’s ability to maintain and improve its ratings; investment performance; the loss of key personnel and related decisions of the Board with respect to changes in management and compensation; the adequacy of the Company’s loss reserves, severity and/or frequency of losses, greater than expected loss ratios and adverse development on claim and/or claim expense liabilities; an incident, disruption in operations or other cyber event caused by cyber attacks, the use of artificial intelligence technologies or other technology on the Company’s systems or those of the Company’s business partners and service providers, any of which could negatively impact the Company’s business and/or expose the Company to litigation; and the other factors identified in our filings with the U.S. Securities and Exchange Commission (SEC) including our latest Annual Report on Form 10-K filed on February 23, 2024.

The foregoing review of important factors should not be construed as exhaustive and should be read in conjunction with other cautionary statements that are included herein or elsewhere. All subsequent written and oral forward-looking statements attributable to us or persons acting on the Company’s behalf are expressly qualified in their entirety by these cautionary statements. The Company’s forward-looking statements speak only as of the date of this filing or as of the date they are made, and the Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ARCH CAPITAL GROUP LTD.

Date: October 15, 2024

By: /s/ François Morin
Name: François Morin
Title: Executive Vice President, Chief Financial Officer and
Treasurer

AMENDMENT TO EMPLOYMENT AGREEMENT

AMENDMENT TO EMPLOYMENT AGREEMENT (the "**Amendment**"), dated as of October 13, 2024, between Arch Capital Group Ltd., a Bermuda corporation (the "**Company**"), and Nicolas Papadopoulos (the "**Executive**").

WHEREAS, the Company and the Executive entered into an Employment Agreement dated as of September 19, 2017 (the "**Agreement**");

WHEREAS, the Company and the Executive wish to amend the terms and conditions of the Agreement as set forth herein in order to effect an orderly transition of the leadership of the Company in connection with the Executive's decision to retire in 2025;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree to amend the Agreement as follows.

I. The first sentence of SECTION 3.01 *Positions and Duties* is amended to read in its entirety as follows:

"Notwithstanding the foregoing, commencing on October 13, 2024, the Executive shall serve as Chief Executive Officer of the Company, reporting solely directly to the Board of Directors of the Company (the "**Board**"), and shall have such responsibilities, powers and duties as may from time to time be reasonably prescribed by the Board; provided that such responsibilities, powers and duties are substantially consistent with those customarily assigned to individuals serving in such position historically at the Company and at comparable companies."

II. SECTION 3.01 is further amended by adding the following new sentence at the end thereof:

"The Executive shall be subject to, and comply in all material respects with, all Company policies covering the Executive, as in effect from time to time."

III. New SECTION 3.05 *Company Board Seat* is added to read in its entirety as follows:

"Upon the Executive's elevation to Chief Executive Officer of the Company, the Executive will be concurrently appointed to the Board, and the Executive will be nominated for election to the Board at each of the following meetings of shareholders during the Employment Period (provided Notice of Termination has not been given hereunder by any party hereto)."

IV. New Section 3.06 *Indemnification; D&O Insurance* is added to read in its entirety as follows:

“The Company agrees that if the Executive is made a party, or is threatened to be made a party, to any pending or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (each, a “**Proceeding**”), by reason of the fact that he is or was a director, officer or employee of the Company or is or was serving at the request of the Company as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, the Executive shall be indemnified and held harmless by the Company to the fullest extent permitted or authorized by applicable law and the Company’s certificate of incorporation or bylaws, against all cost, expense, liability and loss reasonably incurred or suffered by the Executive in connection therewith, including, without limitation, attorneys’ fees and disbursements and judgments, and the Company shall advance expenses in connection therewith, to the fullest extent permitted or authorized by applicable law and the Company’s certificate of incorporation or bylaws. The Company shall cover the Executive as an insured under any contract of directors and officers liability insurance that is in effect from time to time covering members of the Board. The provisions of this Section 3.06 shall survive any expiration or termination of the Employment Period and continue in effect for so long as the Executive is subject to liability for any of the Executive’s acts and omissions to act occurring during his employment and service as a member of the Board.”

V. SECTION 4.01. *Base Salary* is hereby amended, effective October 13, 2024, by deleting “\$750,000” from the first sentence thereof and replacing it with “\$1,300,000”.

VI. SECTION 4.02 *Bonuses* is amended to read in its entirety as follows:

“In addition to the Base Salary, the Executive shall be eligible to participate in an annual bonus plan on terms set forth from time to time by the Board. For calendar years beginning after the date he becomes Chief Executive Officer of the Company, the Executive’s target annual bonus will be 200% of his Base Salary for the year. For the calendar year during which he becomes Chief Executive Officer of the Company, the Executive’s target annual bonus will be 185% of the amount of his Base Salary payable for the portion of the year prior to the date he becomes Chief Executive

Officer of the Company and 200% of the amount of his Base Salary payable for the portion of the year that he serves as Chief Executive Officer of the Company.

- VII. Clause (a) of SECTION 5.03 *Termination for Good Reason or Without Cause* is deleted and the following is inserted in place thereof:

“(a)(i) receive Base Salary through the Date of Termination, such amount to be paid in accordance with the regular payroll practices of the Company (except that, if applicable, any amount payable after the Executive's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-I(h)) with the Company will be subject to Section 12.09 below), and (ii) receive an amount equal to his Base Salary for the number of months equal to the excess of twenty-four (24) over the number of months, if any, of Executive's Garden Leave, such amount to be paid in equal installments in accordance with the regular payroll practices of the Company from the Date of Termination through the six (6) month anniversary thereof (except that any amount otherwise payable after the Date of Termination and prior to the sixtieth (60th) day following the Date of Termination shall instead be paid on such sixtieth (60th) day, and, if applicable, any amount payable after the Executive's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-I(h)) with the Company will be subject to Section 12.09 below);”

- VIII. The portion of subclause (b)(i) of Section 5.03 that currently reads “the Executive’s target annual bonus” shall be restated in its entirety to read “200% of the Executive’s target annual bonus”.

- IX. The portion of subclause (d)(i) of Section 5.03 that currently reads “six (6) months after the Date of Termination” shall be restated in its entirety to read “eighteen (18) months after the Date of Termination”.

- X. The subclause (i) of the last sentence of Section 5.03 shall be restated in its entirety to read “the Executive has entered into an irrevocable (except to the extent required by law, and to the extent required by law to be revocable, has not revoked) general release of claims, which, subject to Section 5.07 below, is reasonably satisfactory to the Company (but does not impose any post-termination restrictive covenant upon the Executive that he had not agreed to in writing prior to the Date of Termination);

"**Release**"), on or before the date that is fifty (50) days following the Date of Termination (but not prior to the Date of Termination), and"

XI. SECTION 12.16 *Arbitration* is amended to read in its entirety as follows:

“Arbitration. Save for where the Company or its Affiliates choose to exercise their rights as described in Section 10.01, any dispute or difference arising out of or relating in any way whatsoever to this Agreement or the subject matter hereof shall be referred to and finally determined by arbitration (the "**Arbitration**"). The seat, or legal place, of the Arbitration shall be Bermuda. The Arbitration shall be conducted before a sole arbitrator appointed by agreement between the parties or, failing such agreement, by the Appointments' Committee of the Chartered Institute of Arbitrators Bermuda Branch (the "**Arbitrator**"). Unless the parties agree otherwise, the Arbitration shall be conducted in accordance with the UNCITRAL rules in force at the time the Arbitration is commenced. The courts of Bermuda (as the supervisory courts of the Arbitration) shall have exclusive jurisdiction to hear and determine any application for relief in aid of the Arbitration (including any application for interim or conservatory measures prior to the appointment of the Arbitrator), except that either party may bring proceedings before any court or other judicial authority of competent jurisdiction for the purposes of enforcing any partial or final award rendered by the Arbitrator hereunder. Each party agrees that it shall maintain confidentiality in respect to the Arbitration (including any award or other decision rendered in such Arbitration), except as necessary in connection with a proceeding to enforce the Arbitrator's award or as otherwise required by law. The parties shall bear their respective costs (including attorney's fees) and shall split the fee of the Arbitrator (50% paid by the Company and 50% by the Executive).”

Except as amended by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect in accordance with its terms. This Amendment will be governed by the laws of Bermuda without regard to principles of conflict of laws thereof. This Amendment may be executed in counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first written above.

ARCH CAPITAL GROUP LTD.

By: /s/ Moira Kilcoyne

Name: Moira Kilcoyne

Title: Director

/s/ Nicolas Papadopoulos

Nicolas Papadopoulos

PRESS RELEASE

Arch Capital Group Ltd. Announces Leadership Transition

Nicolas Papadopoulo Appointed CEO

Marc Grandisson to Retire

Pembroke, Bermuda, October 14, 2024 — Arch Capital Group Ltd. (NASDAQ: AGL, “Arch,” “our” or “the Company”) today announced that Nicolas Papadopoulo has been named Chief Executive Officer and is joining the Board of Directors effective immediately. Papadopoulo has held his current positions of President and Chief Underwriting Officer since 2021 and previously served in various leadership and underwriting roles at the Company beginning in 2001.

Marc Grandisson, who has served as CEO since 2018 and has been with Arch since 2001, has decided to retire from the Company.

“On behalf of the entire Board, I would like to thank Marc for his leadership and significant contributions to Arch over the past two decades, during which Arch experienced outstanding growth and profitability and established itself as a market-leading, global specialty insurer,” said John Pasquesi, Chair of the Board. “Consistent with the Board’s robust succession planning process, we believe Nicolas’ experience and expertise make him the ideal person to lead Arch going forward to drive growth and value for all shareholders. We look forward to working with Nicolas as CEO, and the entire leadership team, as we position Arch for even greater success in the future.”

“I am excited for the opportunity to lead this exceptional company, alongside the Board and our existing leadership team,” Papadopoulo said. “Arch has a unique culture focused on delivering the greatest value to our shareholders and clients. This, along with our incredibly talented employees, has resulted in Arch achieving record success since its formation. Our existing strategies of cycle management and thoughtful capital allocation remain the Company’s priorities.”

Papadopoulo has been the President and Chief Underwriting Officer of Arch and Chief Executive Officer of Arch Worldwide Insurance Group since January 1, 2021. From September 2017 to December 2020, Papadopoulo was Chairman and Chief Executive Officer of Arch Worldwide Insurance Group and Chief Underwriting Officer for Property and Casualty Operations. From July 2014 to September 2017, Papadopoulo was Chairman and Chief Executive Officer of Arch Reinsurance Group at Arch Capital Group Ltd. He joined Arch Re Bermuda in December 2001 where he held a variety of underwriting roles.

Papadopoulo graduated from École Polytechnique in France and École Nationale de la Statistique et de l'Administration Economique in France with a master's degree in statistics.

"I'm incredibly grateful for the opportunity to have been a part of the founding team that helped build and grow Arch to where it is today," said Grandisson. "I am proud to pass the baton to Nicolas, who is the right leader to take Arch into the future for our clients, employees and investors. Finally, thank you to our world-class employees for their hard work and passion, to our Board for their guidance, and to our clients who place their trust in us year after year."

About Arch Capital Group Ltd.

Arch Capital Group Ltd. (Nasdaq: AGL) is a publicly listed Bermuda exempted company with approximately \$23.4 billion in capital at June 30, 2024. Arch, which is part of the S&P 500 Index, provides insurance, reinsurance and mortgage insurance on a worldwide basis through its wholly owned subsidiaries.

Cautionary Note Regarding Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for forward-looking statements. This release or any other written or oral statements made by or on behalf of Arch Capital Group Ltd. and its subsidiaries may include forward-looking statements, which reflect the Company's current views with respect to future events and financial performance. All statements other than statements of historical fact included in or incorporated by reference in this release are forward-looking statements.

Forward-looking statements can generally be identified by the use of forward-looking terminology such as "may," "will," "expect," "intend," "estimate," "anticipate," "believe" or "continue" or their negative or variations or similar terminology. Forward-looking statements involve the Company's current assessment of risks and uncertainties. Actual events and results may differ materially from those expressed or implied in these statements. A non-exclusive list of the important factors that could cause actual results to differ materially from those in such forward-looking statements includes the following: adverse general economic and market conditions; increased competition; pricing and policy term trends; fluctuations in the actions of rating agencies and the Company's ability to maintain and improve its ratings; investment performance; the loss of key personnel; the adequacy of the Company's loss reserves, severity and/or frequency of losses, greater than expected loss ratios and adverse development on claim and/or claim expense liabilities; greater frequency or severity of unpredictable natural and man-made catastrophic events, including pandemics such as COVID-19; the impact of acts of terrorism and acts of war; changes in regulations and/or tax laws in the United States or elsewhere; ability to successfully integrate, establish and maintain operating procedures as well as integrate the businesses the Company has acquired or may acquire into the existing operations; changes in accounting principles or policies; material differences between actual and expected assessments for guaranty funds and mandatory pooling arrangements; availability and cost to the Company of reinsurance to manage our gross and net exposures; the failure of others to meet their obligations to the Company; an incident, disruption in operations or other cyber event caused by cyber attacks, the use of artificial intelligence technologies or other technology on the Company's systems or those of the Company's business partners and service providers, which could negatively impact the Company's business and/or expose the Company to litigation; and other factors identified in our filings with the U.S. Securities and Exchange Commission (SEC).

The foregoing review of important factors should not be construed as exhaustive and should be read in conjunction with other cautionary statements that are included herein or elsewhere. All subsequent written and oral forward-looking statements attributable to us or persons acting on the Company's behalf are expressly qualified in their entirety by these cautionary statements. The Company's forward-looking statements speak only as of the date of this press release or as of the date they are made, and the Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

###

Source: Arch Capital Group Ltd.
arch-corporate

Media Contacts:

Greg Hare ghare@archgroup.com

Stephanie Perez stperez@archgroup.com