



This is to certify that in accordance with the authorisation granted under Contract to the undersigned by the Insurer(s) named under the details of insurers clause, whose proportions are set out in the Schedule, and in consideration of the payment of premium specified in the Schedule, the Insurer(s) are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions herein or endorsed hereon.

Insurers hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay the insured in respect of the contingencies or events specified in the sections of the Certificate. However this Certificate only applies to those Sections as indicated in the Schedule attached to this Certificate.

The Certificate, Schedule, Exclusions and General Conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Certificate, Schedule, Exclusions and General Conditions shall bear the same meaning wherever it may appear.

Please read **this Certificate** and, if it is incorrect, return it immediately for alteration.

A handwritten signature in black ink, appearing to read "J. M. Chapman".

Signed by DUAL Corporate Risks Limited
On behalf of
Insurers as noted in the Insurer Details

DUAL EVOLUTION

(Architects & Engineers)

Schedule

This is a claims made Certificate. Except as otherwise provided herein, this Certificate covers only *Claims* first made against the *Insured* during the *Certificate Period*. All words in italics within the Certificate or this schedule shall have the meaning given to them in Section 5 of the Certificate entitled "Definitions".

Certificate Number:	PC-8756072440	
Date:	18/04/2024	
Insured:	Stainless UK Technical Limited	
Address:	Newhall Road Works Newhall Road Attercliffe SHEFFIELD S9 2QL United Kingdom	
Professional Business:	As defined in the Proposal Form dated 28/02/2024	
Period of Insurance:	From: 15/04/2024	To: 14/04/2025
Limit of Indemnity:	GBP 2,000,000 Aggregate, Costs included All <i>Claims</i> arising from one and the same act, error or omission or any series of acts, errors or omissions arising out of the same cause, or the acts, errors or omissions of one person or persons acting together, or in which such person or persons is/are concerned or implicated shall be deemed to be one <i>Claim</i> .	
Aggregate:	Total aggregate liability for all <i>Claims</i> , <i>Costs</i> and other costs and expenses shall not exceed the <i>Indemnity Limit</i> during the <i>Certificate Period</i>	
Excess:	GBP 5,000	Each and every <i>Claim</i> applicable to <i>Costs</i>
Retroactive Date:	15th April 2024	
Premium (100%):	GBP 8,000.00	For the <i>Certificate Period</i>
Hereon:		
Premium:	GBP 8,000.00	For the <i>Certificate Period</i>
Plus Tax/Stamp Duty:	GBP 960.00	
The Premium shall be payable within 63 days as described in the attached Premium Payment Clause.		
Jurisdictional Limits:	United Kingdom & Republic of Ireland	
Geographical Limits:	United Kingdom & Republic of Ireland	
Law & Jurisdiction:	England & Wales	
Date of Proposal:	28/02/2024	
Date of Declaration:	15/04/2024	
Certificate Wording:	EV AR & EN 2010 The contents of this Schedule together with the Statements made in the Proposal for this insurance form an integral part of the attached Certificate.	
Endorsements attached at inception:	As per Wording, plus Premium Payment Clause Sanctions Clause Cyber & Data Protection Law IUA4017 DUAL Carrier Legal Entity Endorsement	

Premium Payment Clause

Notwithstanding any provision to the contrary within this Certificate or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The insured entity stated in the Schedule undertakes that premium will be paid in full to the insurer within 63 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to the insurer within 63 days of inception of this contract (and, in respect of instalment premiums, by the date they are due) the insurer shall have the right to cancel this contract by notifying the insured entity stated in the Schedule via the broker in writing. In the event of cancellation, premium is due to the insurer on a pro rata basis for the period that the insurer are on risk but the full contract premium shall be payable to the insurer in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that the insurer shall give not less than 15 days prior notice of cancellation to the insured entity stated in the Schedule via the broker. If premium due is paid in full to the insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Sanctions Clause

It is agreed that this Certificate does not provide any coverage and excludes any *Claim*, costs or expenses which would expose *Us* 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

Professional Indemnity Cyber and Data Protection Law Endorsement

- 1) This endorsement takes priority over any other provision in this contract.
- 2) Save as expressly provided in this endorsement, or by other restrictions in this contract specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this contract shall be restricted solely due to the use of, or inability to use, a **Computer System**.
- 3) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
 - a) a **Cyber Act**; or
 - b) any partial or total unavailability or failure of any **Computer System**;

provided the **Computer System** is owned or controlled by the insured or any other party acting on behalf of the insured in either case; or
 - c) the receipt or transmission of malware, malicious code or similar by the insured or any other party acting on behalf of the insured.
- 4) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
 - a) to the insured or any other party acting on behalf of the insured by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the insured;
 - b) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by the insured or any other party acting on behalf of the insured.
- 5) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by the insured or any other party acting on behalf of the insured.
- 6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the insured or any other party acting on behalf of the insured in this contract shall not apply to **Data**.

For the purposes of this endorsement the following definitions apply:

Computer System means any 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.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer System**.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Protection Law means 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 authority from time to time (all as amended, updated or re-enacted from time to time).

DUAL Carrier Legal Entity Endorsement**Liberty Specialty Markets**

Where this policy / certificate insures risks which are located in the European Economic Area it is underwritten by Liberty Mutual Insurance Europe SE through its head office in Luxembourg. Registered Office: 5-7 rue Léon Laval, L-3372 Leudelange, Grand Duchy of Luxembourg. Registered Number: B232280 (Registre de Commerce et des Sociétés).

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372 Leudelange, Grand Duchy of Luxembourg. Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

Where this policy / certificate insures risks which are located outside the European Economic Area it is underwritten by Liberty Mutual Insurance Europe SE through its United Kingdom branch. The UK branch address is 20 Fenchurch Street, London EC3M 3AW, United Kingdom.

Liberty Mutual Insurance Europe SE UK Branch (LMIE UK) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE UK is a branch of Liberty Mutual Insurance Europe SE (LMIE). LMIE is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. LMIE UK is deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. LMIE UK's address is 20 Fenchurch Street, London EC3M 3AW. www.libertyspecialtymarkets.com

As Liberty Mutual Insurance Europe SE is a Luxembourg based insurance company, in addition to the complaints procedure set out in the Policy, the Policyholder may send any complaint to Liberty Mutual Insurance Europe SE, which can be contacted in writing Liberty Mutual Insurance Europe SE, 35D 5-7 rue Léon Laval, L-3372 Leudelange, Grand Duchy of Luxembourg, by telephone: +44 (0)20 3758 0840 or e-mail: complaints@libertyglobalgroup.com. Liberty Mutual Insurance Europe SE will acknowledge the complaint within 10 business days of receiving it and provide an answer within one month (unless specific circumstances prevent Liberty Mutual Insurance Europe SE from doing so, in which case the complainant will be informed). If the complainant is not satisfied with the Liberty Mutual Insurance Europe SE response, they may contact the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg, Grand-Duchy of Luxembourg, by email at reclamation@caa.lu or online through the CAA website: www.caa.lu. Following this complaints procedure or making use of one of the options above does not affect the complainant's right to take legal action.

AIG Legal Entity Endorsement

1. This endorsement amends the Policy to the extent set out herein. For subscription business, this endorsement applies only in respect of the line(s) insured by American International Group UK Limited and/or AIG Europe S.A.
2. To the extent there are any risks insured under this Policy located in:
 - a) any member state or territory in the European Economic Area (other than the United Kingdom) these are insured by AIG Europe S.A. and
 - b) any other territory (as applicable) including the United Kingdom these are insured by American International Group UK Limited,
 and the definition of Insurer (or other term denoting the insurer) under this Policy shall be construed accordingly (to the extent of AIG's participation).
3. Notwithstanding any other provision of this Policy, this Policy, this endorsement and all terms and conditions set out therein constitute a single contract of insurance and, for the avoidance of doubt:
 - a) The governing law and chose of jurisdiction clauses shall be as set out in the Policy;
 - b) the amount, operation and erosion of any limit of indemnity / sums insured or other similar term (as applicable), sub-limit (if any) and any retention / deductible / excess (as applicable) shall be as stated in the Policy and will apply jointly and simultaneously to the liability of both American International Group UK Limited and AIG Europe S.A. as if there was only one insurer. This endorsement does not increase or affect in any way any limit of indemnity / sums insured or other similar term (as applicable), or sub-limit which shall each be reduced by any payments made by either of American International Group UK Limited or AIG Europe S.A. in accordance with the terms of the Policy; and
 - c) the rights, obligations and liability for performance of such obligations, of American International Group UK Limited and AIG Europe S.A. are separate and not joint. Each of American International Group UK Limited and AIG Europe S.A. is liable only for the risk it has insured in accordance with paragraph 2 above and its obligations under this Policy in connection with that risk.
4. Premium shall be paid to each of American International Group UK Limited and AIG Europe S.A. via American International Group UK Limited via Dual Corporate Risks Limited and/or Dual Europe GmbH (as applicable). Where the policyholder/insured (as applicable) ("Policyholder") has paid the full amount of the premium or any additional premium due to AIG Europe S.A. then such premium shall be deemed to have been paid to AIG Europe S.A.. American International Group UK Limited is authorised to accept the payment of any additional premium (for example, for or in respect of any extension, variation, amendment or assignment of this Policy, or any part of it) on its own behalf and/or on behalf of AIG Europe S.A..
5. Wherever the Policyholder is required by the terms of the Policy to (i) provide notification (including the notification of any claim, circumstance or loss) or (ii) provide to the Insurer any information, then the Policyholder shall be entitled to provide such notification or information to AIG International Group UK Limited and, unless any such notification or information is required to be provided only to AIG International Group UK Limited, it shall be deemed to have been provided either (a) to both of AIG International Group UK Limited and AIG Europe S.A. or (b) solely to AIG Europe S.A., in each case as required by the terms of the Policy. Notices or information provided by one Insurer shall be deemed to be provided by both unless the content relates specifically to the risks insured by one or other Insurer.
6. In circumstances where AIG Europe S.A is the Insurer (to the extent of AIG's participation) the following provisions shall apply:

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out in the Policy, the Policyholder may send any complaint to AIG Europe S.A., which can be contacted in writing at AIG Europe S.A., 35D Avenue JF Kennedy L- 1855 Luxembourg, Grand-Duchy of Luxembourg, by telephone: +352 2700 72 01 or e-mail: luxembourg.complaints@aig.com. AIG Europe S.A will acknowledge the complaint within 10 business days of receiving it and provide an answer within one month (unless specific circumstances prevent AIG Europe S.A from doing so, in which case the complainant will be informed). If the complainant is not satisfied with the AIG Europe S.A's response, they may contact the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg, Grand-Duchy of Luxembourg, by email at reclamation@caa.lu or online through the CAA website: www.caa.lu. Following this complaints procedure or making use of one of the options above does not affect the complainant's right to take legal action.

7. Outsourcing

The Policyholder acknowledges and expressly accepts that AIG Europe S.A. may outsource certain services, activities or tasks to external providers (which may or may not be (a) regulated; or (b) located in the Grand-Duchy of Luxembourg) (the "Service Providers").

In this context, the Policyholder expressly accepts that any data which it has provided to AIG Europe S.A., including data which may directly or indirectly identify the Insured, or a beneficial owner or an authorized representative of the Insured, may be communicated to Service Providers. The transfer and/or disclosure of information to Service Providers may continue as long as the Policyholder maintains its insurance relationship with AIG Europe S.A.

The list of outsourced services as well as the country of establishment of the Service Providers is available on AIG Europe S.A.'s website at the following address: www.aig.lu/en/professional-secrecy which will be updated from time to time. The Policyholder acknowledges (a) having read and accepted this list (b) that it will visit the website from time to time should it wish to access the most up to date list.

8. AIG Europe S.A.'s Privacy Policy is available at <https://www.aig.lu/en/privacy> or by requesting a copy from: Data Protection Officer, AIG Europe S.A. 35D Avenue John F Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg or by email to: dataprotectionofficer.lu@aig.com. Before providing us with personal information about another individual you must (unless we agree otherwise): (a) inform the individual about the content of this notice and our Privacy Policy; and (b) obtain their permission (where possible) to share their personal Information with us in accordance with the Privacy Policy.
9. AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, Grand-Duchy of Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, Grand-Duchy of Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>. AIG Europe S.A. is authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (FRN number 818443). This information can be checked by visiting the FS Register (www.fca.org.uk/register). Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.
10. AIG Europe S.A. is a public limited company (société anonyme) incorporated in the Grand-Duchy of Luxembourg. AIG Europe S.A., UK Branch is registered in England and Wales respectively with branch establishment number BR020570. Registered branch office address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB, United Kingdom.
11. Notwithstanding any other provision of this Policy, contracts of insurance which relate to risks which are situated in the EEA (as determined in accordance with the Policyholder Protection part of the Prudential Regulation Authority Rulebook) are not protected contracts of insurance for the purposes of the Financial Services Compensation Scheme (FSCS) and therefore do not give rise to an entitlement to compensation from the FSCS.

Allianz Global Corporate & Specialty SE Legal and Regulatory Information

Where this policy / certificate (re)insures risks which are located outside the European Economic Area it is underwritten by Allianz Global Corporate & Specialty SE through its United Kingdom branch.

Allianz Global Corporate & Specialty SE, a part of the Allianz Group, is a German authorised insurance company providing insurance products and services on a cross-border basis. Allianz Global Corporate & Specialty is the UK branch of Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany. Munich Commercial Register HRB 208312. UK Branch Registered Office: Allianz House, 60 Gracechurch Street, London EC3V 0HR. Registered in England at UK Companies House FC039211 and BR024312. UK Financial Conduct Authority Register 214374. Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht.

Where this policy / certificate insures risks which are located in the European Economic Area it is underwritten by Allianz Global Corporate & Specialty SE.

Allianz Global Corporate & Specialty SE, a part of the Allianz Group, is a German authorised insurance company providing insurance products and services on a cross-border basis. Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany. Munich Commercial Register HRB 208312. Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht.

Allianz Global Corporate & Specialty SE's Privacy Notice is available at Privacy Notice ([allianz.com](https://www.allianz.com)) or by requesting a copy from: AGCS-DATA-PROTECTION@ALLIANZ.COM or by post at ALLIANZ GLOBAL CORPORATE & SPECIALTY SE, Global Data Protection Officer, Dieselstrasse 8, 85774 Unterfoehring, Germany.

Before providing Allianz with personal information about another individual you must (unless Allianz agree otherwise): (a) inform the individual about the content of this notice and our Privacy Notice; and (b) obtain their permission (where possible) to share their personal Information with us in accordance with the Privacy Notice.

Chubb Global Markets Legal and Regulatory Information

Where this policy / certificate insures risks which are located outside the European Economic Area it is underwritten by Chubb European Group SE (CEG) through its United Kingdom branch.

CEG is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code, authorised and regulated by the French Prudential Supervision and Resolution Authority. Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales under UK Establishment number: BR023093. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FS Register number 820988).

Where this policy / certificate insures risks which are located in the European Economic Area it is underwritten by Chubb European Group SE (CEG).

Chubb European Group SE is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. It is authorised and regulated by the French Prudential Supervision and Resolution Authority. Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

Lloyd's Insurance Company

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5/Place du Champs de Mars 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RPR/RPM (Brussels). It is an insurance company authorised (under number 3094) and supervised by the National Bank of Belgium. Its company Reference Number(s) and other details can be found on www.nbb.be. Website address: www.lloydseurope.com. E-mail: lloydseurope.info@lloyds.com. Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

All other terms, exclusions and conditions of this Policy remain unaltered.

DUAL EVOLUTION (Architects and Engineers)

THIS IS A CLAIMS MADE CERTIFICATE

Section 1: Basis of insurance

In consideration of the payment of the *Premium* specified in the schedule, *We* shall provide cover on the terms set out below.

Section 2: Insuring Clauses

We agree to indemnify the *Insured* against their liability for any *Claim* first made against the *Insured* and notified to *Us* during the *Certificate Period* in accordance with the terms of this Certificate in respect of any legal liability arising out of:

2.1 a breach of professional duty by the *Insured* or by any *Employee* of the *Insured* in the course of the *Insured's Professional Business*.

2.2 any dishonest or fraudulent act or omission on the part of any *Employee* provided that:

2.2.1 no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to an indemnity;

2.2.2 no indemnity shall be provided for dishonest or fraudulent acts committed by any person or after discovery by the *Insured* of any reasonable cause for suspicion of fraud or dishonesty on the part of that person;

2.2.3 in relation to this clause 2.2 and 7.4, *Employee* shall not include sub-consultants.

2.3 the *Insured's* involvement in a joint venture provided the extent of the indemnity is restricted to *Claims* arising out of work performed by the *Insured* or an *Employee* in the course of the *Insured's Professional Business*.

2.4 libel and slander committed without intention or malice by the *Insured* or any *Employee* during the course of the *Insured's Professional Business*.

2.5 *We* agree to indemnify the *Insured* against its liability for the infringement of copyright provided it arises from the breach of a professional duty by the *Insured* or by any *Employee* in the course of carrying out *Professional Business*.

We also agree to pay *Costs* either incurred by *Us* or incurred by the *Insured* provided *our* prior written consent has been given.

Section 3: Extensions to Cover

3.1 Compensation for Court Attendance

We agree to indemnify the costs of attendance at a court formal hearing or mediation by an *Employee* in connection with a *Claim* or a *Circumstance* notified to *Us* where such attendance is approved by *Us*. This cover is subject to *Our* having given prior written agreement to the attendance and to the upper limit recoverable being restricted to GBP 250 per day and to a total limit of indemnity under this clause being limited to GBP 10,000. The Certificate *Excess* does not apply to this clause.

3.2 Criminal proceedings

We agree to indemnify costs necessarily incurred with *Our* written consent in the defence of criminal proceedings against the *Insured* arising from any alleged breach of any statute or regulation in the conduct of the *Insured's Professional Business* provided that:

3.2.1 the circumstances giving rise to the alleged breach would otherwise give rise to a *Claim* which would be covered by this Certificate

3.2.2 *We* believe that the defence of such proceedings have a reasonable chance of success and would assist in the defence of any *Claim* against the *Insured* arising from such circumstances

3.2.3 *We* will not be liable for any *Costs* following a plea or finding of guilt on the part of the *Insured* or in the event that a Queen's Counsel advises that there are no reasonable prospects of successfully defending the proceedings unless the *Costs* are incurred for the sole purpose of making a plea in mitigation before sentencing or incurred in making an appeal if a Queen's Counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable.

Our total liability under this extension for any one *Claim* and in the aggregate from all *Claims* during the *Certificate Period* shall not exceed GBP 250,000. This extension is not subject to the *Excess*.

3.3 Loss of Documents

We agree to indemnify the *Insured* for expenses reasonably incurred in replacing or restoring *Documents* which are discovered lost or damaged beyond reasonable use and for which the *Insured* is legally responsible in the course of its *Professional Business*, provided that the loss of *Documents* is first discovered during the *Certificate Period*. For the purpose of this clause only, the excess payable by the *Insured* is GBP 1,000 and the limit of indemnity shall be limited to GBP 100,000 in the aggregate during the *Certificate Period*.

3.4 Acquisitions

If the *Insured* acquires another entity, We agree that this Certificate will provide cover for any *Claim* arising from the *Professional Business* of the *Insured* carried out within the acquired entity after the date of completion of the acquisition and once the *Insured* has taken full control of the entity subject to:

- 3.4.1 the turnover or fees of the acquired entity being no greater than 10% of the *Insured's* turnover or fees stated in the *Proposal*
- 3.4.2 the acquired entity not being listed on any stock exchange or alternative investment market and not having outside shareholders and also not being domiciled in a different territory from that of the *Insured*
- 3.4.3 the acquired entity being previously and continuously insured for professional indemnity cover on similar terms to this Certificate
- 3.4.4 the acquired entity undertaking a very similar *Professional Business* to that of the *Insured*

3.5 Take Overs and Mergers

In the event of a Take Over or Merger whereby there is a sale of the *Insured* or a merger with or acquisition by another entity such that the *Insured* is not the surviving entity and no longer:

- 3.5.1 controls the composition of the board of directors, or
- 3.5.2 controls more than half the voting power, or
- 3.5.3 holds more than half of the issued share capital

then this Certificate shall apply only to any *Claim* arising from the *Professional Business* of the *Insured* carried out prior to the date of such Take Over or Merger, unless otherwise agreed in writing by *Us*.

3.6 Adjudication Referrals

We agree to indemnify the *Insured* for liability arising directly from matters covered under this Certificate and referred for adjudication under the Housing Grants Construction and Regeneration Act 1996 provided the *Insured* complied with the following conditions, which are **conditions precedent** to *Our* liability to indemnify under this Certificate:

- 3.6.1 The *Insured* shall give notice to *Us* in the manner outlined **within 48 hours** of, either the earlier of:
 - (i) the receipt by the *Insured* of any notice of intention to adjudicate (Adjudication Notice), or
 - (ii) the *Insured* having reasonable grounds to believe that an Adjudication Notice may be served upon them

provided that in each case the subject matter of the Adjudication Notice (in whole or in part) is likely to give rise to a *Claim* under this Certificate
- 3.6.2 The *Insured* shall give *Us* full and prompt cooperation and comply with all *Our* reasonable requests including those relating to response times. Such cooperation shall extend to any subsequent challenge to the adjudicators decision
- 3.6.3 We shall be entitled, at *Our* sole discretion, to appoint solicitors and experts to handle any adjudication on behalf of the *Insured* and shall have conduct of all matters relating to any such adjudication. We shall pay all *Costs* in the appointment of such solicitors and experts after the application of any *Costs* payable by the *Insured* as outlined in Section 3.6.5.
- 3.6.4 The *Insured* shall not admit liability, in whole or in part, in respect of the subject matter of the adjudication or agree with any party that adjudication shall finally determine any dispute

- 3.6.5** If the adjudication involves both matters that are covered and matters that are not covered by this Certificate then *We* shall only be required to indemnify the *Insured* in respect of that part which involves matters covered by this Certificate and any such *Costs* incurred in handling the adjudication shall be settled in the same proportion as the covered part bears to the total
- 3.6.6** The adjudication is independent of the parties to the dispute

Section 4: Interpretation

In the Certificate:

- 4.1** **4.1.1** person includes individuals, partnerships, bodies corporate and associations
- 4.1.2** the headings are for descriptive purposes only
- 4.2** unless otherwise agreed, the construction and interpretation of this Certificate shall be determined in accordance with the law of England and Wales.
- 4.3** in the event that any portion of the Certificate is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 4.4** the *Proposal*, the schedule and the Certificate shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it may appear.
- 4.5** references to any statute shall be to that statute as amended or re-enacted from time to time.
- 4.6** GBP shall mean British Pounds or its currency equivalent.
- 4.7** Any reference to the singular shall include the plural and vice versa.

Section 5: Definitions

In the Certificate:

- 5.1** *Certificate Period* means the period specified in the schedule
- 5.2** *Claim* means
- 5.2.1** any written or oral demand for monetary damages or other relief including non pecuniary relief.
- 5.2.2** any civil, arbitration or adjudication proceedings including any counterclaim or appeal
- 5.3** *Circumstance* is understood to include the following:
- 5.3.1** an intimation of an intention to claim against the *Insured*
- 5.3.2** any known direct or indirect criticism or dispute whether expressed or implied relating to performance of the *Insured* (whether justified or not)
- 5.3.3** any known direct or indirect criticism or dispute whether expressed or implied relating to performance (whether justified or not) of a party for whom and for which the *Insured* is responsible
- 5.3.4** any awareness of the *Insured* of a failing or real doubt of the efficacy of their own performance or of the performance of a part for whom and for which the *Insured* is responsible
- 5.3.5** any awareness of the *Insured*, that materials, goods, services or actions or actions specified, designed or recommended by the *Insured* or by a party for whom and for which the *Insured* is responsible have failed to meet the standard required
- which is likely to give rise to a *Claim* under this Certificate.
- 5.4** *Costs* means any reasonable fees, expenses, costs and disbursements incurred in investigating, adjusting or defending a *Claim* covered by this Certificate including any appeal issued in connection with a *Claim* and to which *We* have given *Our* prior written consent. Any internal or overhead expenses of the *Insured* (except where covered under clause 3.1) or the costs of any *Insured's* time is not included.
- 5.5** *Documents* means deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature, whether printed, written or produced by any method including computer records and electronically stored data used in the course of the *Insured's Professional Business* but does not mean bonds or coupons, stamps, bank or currency notes, money or any negotiable instrument.

- 5.6** *Employee* means any person employed by the *Insured* under a contract of service or apprenticeship during or prior to the commencement of the *Certificate Period*, as well as any sub-consultant acting on behalf of the *Insured* under a written agreement and for whom the *Insured* is responsible, but subject always to *Our* right to subrogation. No-one who is or becomes during the *Certificate Period* a principal, partner, member or director of the *Insured* shall be an *Employee*.
- 5.7** *Excess* means the amount specified in the schedule.
- 5.8** *Indemnity Limit* means the amount specified in the schedule.
- 5.9** *Insured* means
- 5.9.1** the person, firm, partnership or company or other entity, specified as the *Insured* in the schedule; and
 - 5.9.2** any person who is or becomes, during the *Certificate Period*, a principal, partner, member or director of the *Insured*; and
 - 5.9.3** any former principals, partners, members or directors of the *Insured*; and
 - 5.9.4** in the event of the death or incompetence or bankruptcy of any principal, partner, member or director of the *Insured*, such person's estate, heirs, legal representatives or assigns, for legal liabilities incurred due to any act, error or omission of such deceased, incompetent or bankrupt person.
- 5.10** *Premium* means the amount set out in the schedule.
- 5.11** *Professional Business* means the *Professional Business* specified in the schedule and as advised to *Us* in the *Proposal*.
- 5.12** *Proposal* means the written *Proposal* made by the *Insured* to *Us* together with any other related particulars and statements that have been supplied to *Us* in writing.
- 5.13** *Retroactive Date* means the date specified in the schedule.
- 5.14** *We/Us/Our* means the Insurers shown in the Insurer Details.

Section 6: Exclusions

We will not cover the *Insured* for:

- 6.1** Asbestos and Toxic Mould
- a *Claim* directly or indirectly arising from, relating to or involving:
- 6.1.1** asbestos, or any materials containing asbestos, in any form or quantity; or
 - 6.1.2** any *Claim* of whatsoever nature directly or indirectly arising out of or in any way involving the presence of or any form of release of aspergillus fumigatus.
- 6.2** Associates
- 6.2.1** a *Claim* by or on behalf of the *Insured*;
 - 6.2.2** a *Claim* by or on behalf of any parent, subsidiary or associated company of the *Insured*;
 - 6.2.3** a *Claim* from any other company in which the *Insured* has a majority shareholding in excess of 50%;
 - 6.2.4** a *Claim* from any other company in common control with the *Insured*;
- unless such *Claim* emanates from an independent third party.
- 6.3** Bodily Injury
- liability in respect of any *Claim* directly or indirectly based upon attributable to or in consequence of bodily injury, mental injury, sickness, disease or death of any person provided that this Exclusion shall not apply to *Claims* incurred as a result of breach of professional duty in the conduct of the *Professional Business*.
- 6.4** Collateral Warranties and Contractual Terms
- any *Claim* arising out of any express agreement, warranty, indemnity, waiver or guarantee unless:
- 6.4.1** liability would have attached to the *Insured* regardless of such express agreement, warranty, indemnity, waiver or guarantee;

6.4.2 liability arises from a collateral warranty or duty of care agreement. However *We* shall not indemnify the *Insured* for any liability which arises from:

- (i) any express guarantee relating to the performance or period of a project
- (ii) any express guarantee relating to fitness for purpose or similar
- (iii) contractual penalty or liquidated damages

unless liability would have attached to the *Insured* in the absence of such express agreement, warranty, indemnity, waiver or guarantee.

6.5 Computer Network and Data Corruption

a *Claim* arising directly or indirectly from:

6.5.1 the corruption, erasure, theft, alteration of, or

6.5.2 the access or lack of access to, or

6.5.3 the interference with

electronically held data of or by the *Insured* wholly or partly caused by any computer virus by any person who is not a partner, director, member or *Employee* of the *Insured*.

6.6 Computer Records

a *Claim* out of the loss, distortion or erasure of computer records:

6.6.1 whilst mounted in or on any machine for use or processing unless caused by negligent act or omission on the part of the *Insured*; or

6.6.2 resulting from wear, tear, vermin or gradual deterioration; or

6.6.3 caused by climatic or atmospheric conditions or extremes of temperature; or

6.6.4 due to the presence of magnetic flux or due to loss of magnetism.

6.7 Financial

any *Claim* arising from, attributable to, relating to or in any way involving:

6.7.1 depreciation or loss of investments when the depreciation or loss is as a result of any fluctuation in any financial, stock or commodity markets when such fluctuation is outside the influence or control of the *Insured*;

6.7.2 any failure to obtain or maintain adequate insurance

6.7.3 the insolvency, bankruptcy or liquidation of the *Insured*

6.8 Fines and penalties

finer, penalties, punitive or exemplary damages.

6.9 Land, Buildings, Transport

liability incurred or alleged to have been incurred, arising directly or indirectly from the ownership, possession or use by or on behalf of the *Insured* of any land, buildings, aircraft, vessel, or motor powered or mechanically propelled vehicle.

6.10 Liability to Employees

liability to *Employees* in respect of any *Claim* arising from any contract of service or obligation owed by the *Insured* as employer and/or arising from any bodily injury, sickness, disease or death sustained in the course of their employment by the *Insured*.

6.11 Nuclear

a *Claim* arising from or attributable to:

6.11.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

6.11.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- 6.12** Other insurance
a situation where the *Insured* is entitled to indemnity under any other insurance except in respect of any sum beyond the amount which would have been payable under such other insurance had this Certificate not been effected.
- 6.13** Pollution
any *Claim* of whatsoever nature directly or indirectly arising out of or in any way involving actual or alleged seepage, pollution or contamination of any kind.
- 6.14** Prior knowledge
6.14.1 a *Claim* or *Circumstance* known to the *Insured* or which in the reasonable opinion of the *Insurer* ought to have been known prior to the *Certificate Period*;
6.14.2 a *Claim* or *Circumstance* notified to any insurance policy preceding the *Certificate Period*.
- 6.15** Products
a *Claim* arising out of the manufacture, construction, installation, alteration, repair, workmanship, servicing or treating of any goods or products sold, supplied or distributed by or on behalf of the *Insured* even though the same might be carried on by the *Insured* in conjunction with their *Professional Business*.
- 6.16** Property Damage
liability arising out of the loss or destruction of, or damage to, any property unless arising from lost *Documents* or design or specification, technical information calculation or survey performed by or on behalf of the *Insured* in the conduct of *Professional Business*.
- 6.17** Retroactive Date
any *Claim* arising out of the exercise and conduct of the *Professional Business* carried out prior to any *Retroactive Date* specified in the schedule.
- 6.18** Surveys, Inspections and Valuations
any survey, inspection or valuation unless the report is made in writing and is undertaken by a Fellow or Associate of the Royal Institute of British Architects, the Royal Institute of Irish Architects, the Royal Incorporation of Architects in Scotland, the Royal Institution of Chartered Surveyors, the Institution of Civil Engineers, the Institutions of Structural Engineers or by any other Registered Architect, Surveyor or Engineer with not less than three years' relevant experience or any other person with not less than five years' continual experience in regularly undertaking surveys, inspections or valuations which are substantially similar to the requirements for the report which is the subject matter of the *Claim* or potential *Claim*.
- 6.19** Trading Debts
a *Claim* arising from or directly or indirectly attributable to any trading debt or trading loss of the *Insured* or any guarantee or undertaking given by the *Insured* for a debt or performance of any other obligation by a third party.
- 6.20** War/Terrorism
any *Claim* of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any cause or event contributing concurrently or in any other sequence to any *Claim* or *Costs*:
6.20.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
6.20.2 any act of terrorism, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Section 7: Conditions Precedent to Liability

Observance and compliance with the terms of the conditions in this Section of the Certificate are a **condition precedent** to *Our* liability to provide indemnity, cover and payment under this Certificate.

Clauses 7.1, 7.2, 7.3 and 7.4 are **conditions precedent**. No *Claim* will be paid unless full and complete adherence to these conditions is maintained by the *Insured*.

7.1 Notification

The *Insured* shall notify *Us* in writing within the *Certificate Period* and **within 28 days** of any

7.1.1 *Claim* made against any *Insured*

7.1.2 *Circumstance* against the *Insured* regardless of whether the *Insured* believes the *Claim* to have any merit;

7.1.3 discovery or reasonable cause for suspicion of dishonesty or fraud on the part of any *Employee*.

Any subsequent *Claim* arising out of matters notified under Clause 7.1.2 or 7.1.3 shall in each case be deemed to have been a *Claim* made during the *Certificate Period*.

Notification is deemed to have been made only when received in writing by the nominee shown in the Details for Notification of Claims.

The notification must include full particulars, including the identity of the claimant or potential claimant, details of the allegations and potential allegations against the *Insured*, identification of the project and services giving rise to the *Claim* or potential *Claim*, the potential quantum if known involved in the *Claim* and in the case of a *Circumstance*, the notification should include the reasons for the belief that a *Claim* is likely to be made.

As a **condition precedent** to *Our* liability to provide an indemnity, where **court proceedings are served** against the *Insured* the *Insured* shall notify *Us* **within 7 days** and where an adjudication referral has begun, the provisions of clause 3.6 above shall apply.

7.2 Co-operation

7.2.1 As soon as practicable following receipt thereof by the *Insured*, they must deliver to us any Letter of Claim, Pre-Action Protocol Letter, Claim Form, other legal procedural documents, Summons, Arbitration Notice or other such similar correspondence and documents to those described.

7.2.2 The *Insured* shall provide *Us* with all information and assistance that *We* and/or *Our* representatives and other appointed by *Us* may reasonably require.

7.2.3 The *Insured* shall use due diligence and shall ensure that all reasonable and practicable steps are taken to avoid or diminish any liability which may give rise to a *Claim* or loss.

Compliance with this condition will be at the *Insured's* own cost.

7.3 Legal Defence and Settlement

7.3.1 *We* are entitled but not obliged to assume the legal defence of any *Claim* covered under this Certificate in the name of the *Insured* and *We* shall have full discretion in managing any negotiation or proceedings as to the resolution of such *Claim*.

7.3.2 *We* shall be entitled to select and appoint the lawyers that will defend and represent the *Insured* in respect of any *Claim*.

7.3.3 The *Insured* agrees not to admit liability for or settle any *Claim*, make any admission, offer payment or assume any obligation in connection with any *Claim*, or incur any *Costs* in connection with any *Claim*, without *Our* written consent.

7.3.4 If *We* are of the opinion that a *Claim* will not exceed the Excess, *We* may require the *Insured* to conduct the defence of the *Claim* at their own expense.

7.3.5 *We* may at any time pay to the *Insured* the *Indemnity Limit* (having deducted any sums already paid) or any lesser amount for which such *Claim* may be settled and having paid such sum *We* shall relinquish the control of such *Claim* and be under no further liability in connection with such *Claim* except for costs and expenses for which *We* may be responsible under this Certificate for matters arising prior to the date of such payment.

7.4 Dishonest or Fraudulent persons

Should the *Insured* suffer any loss or *Claim* or incur any liability of the type insured under the Certificate by reason of the dishonest or fraudulent act or omission of any *Employee* (to exclude sub-consultants):

7.4.1 the *Insured* shall at *Our* request take all reasonable steps to obtain reimbursement from such person;

- 7.4.2 any monies which but for the dishonest or fraudulent act or omission would be due to such persons from the *Insured* or any monies of such persons held by the *Insured* shall be deducted from any amount payable hereunder;
- 7.4.3 no indemnity in respect of such loss or *Claim* shall be afforded hereunder to any person committing or condoning such dishonest or fraudulent act or omission;
- 7.4.4 nothing herein shall preclude *Us* from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission;
- 7.4.5 the sums payable hereunder shall be only for the balance of liability in excess of the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives;
- 7.4.6 the *Insured* shall bear the burden of providing satisfactory proof to substantiate a loss hereunder (including any costs incurred in such process and *We* will be under no obligation to provide indemnity to the *Insured* until such time as *We* are satisfied that such loss has in fact been sustained);

Section 8: General Conditions

8.1 *Insured's* Right to Contest

In the event that *We* recommend settlement of a *Claim* and the *Insured* does not agree to the settlement of the *Claim*, and the *Insured* decides to contest the *Claim*, *Our* liability shall not exceed the amount for which the *Claim* could have been settled, or *Costs* incurred up to the date upon which the *Claim* could have been settled.

8.2 Senior Counsel

8.2.1 *We* shall not require the *Insured* to contest a *Claim* unless a Senior Counsel (agreed upon by the *Insured* and *Us* or failing such agreement to be nominated by the Chairman for the time being of the Bar Council of England and Wales or where appropriate by a similar official of any similar body in any other applicable jurisdiction) advises that the *Claim* should be contested taking into account all likely *Costs*, prospects of success and the damages and the costs likely to be recovered by the third party claimant.

8.2.2 The cost of Senior Counsel's advice shall be regarded as part of the *Costs*.

8.3 Subrogation

8.3.1 Where *We* have paid a *Claim* under this Certificate *We* become entitled to any rights the *Insured* has against any party in relation to the *Claim* to the extent of *Our* payment.

8.3.2 The *Insured* must assist *Us* and provide information as *We* may reasonably require to exercise our rights of subrogation, including bringing any action or suit in the *Insured's* name. This may include providing and signing statements and other documents and the giving of evidence.

8.3.3 Any recovery received shall be applied first against any *Claim* or *Costs* insofar as it exceeds the *Indemnity Limit*, then against any payment made by *Us*, and finally against the *Excess*.

8.3.4 *We* will not subrogate against any *Employee* unless that person is found to have committed a criminal, fraudulent, malicious or dishonest act or omission.

8.4 Alteration to Risk

The *Insured* must notify *Us* in writing as soon as practicable of any material alteration to the risk during the *Certificate Period* including but not limited to any material change in the nature of or cessation of the *Professional Business*.

We may not cover the *Insured* for any *Claim* if the *Insured* does not notify *Us* in writing as soon as practicable of any material alteration to the risk.

8.5 Jurisdictional and Geographical Limitation

We shall indemnify *Claims* arising from the conduct of the *Professional Business* by the *Insured* provided only they are brought within the Jurisdictional Limits or arise out of work undertaken within the Geographical Limits allowed for in the schedule to this Certificate.

8.6 Authorisation

The *Insured* named in the schedule shall act on behalf of all those entitled to an indemnity under this Certificate with respect to the giving and receiving of notice under this Certificate, including the giving of notice of any *Claim*, the payment of the premium, the receipt and acceptance of any endorsements attaching to and forming part of this Certificate.

8.7 Fraudulent Claims

If the *Insured* shall knowingly make any false or fraudulent request in respect of any *Claim*, as regards amount or otherwise, this Certificate shall become void and all entitlements to payment in respect of any *Claim* shall be forfeited.

8.8 Our Rights

In the event that *We* are entitled to avoid or repudiate this Certificate ab initio, *We* may instead at *Our* election give notice in writing to the *Insured* that *We* regard this Certificate as of full force and effect save that there shall be excluded from any insurance afforded hereunder any *Claim* which has arisen or which may arise and which is related to the circumstances which entitle *Us* to avoid or repudiate this Certificate. This Certificate shall then continue in full force and effect but shall be deemed to exclude the particular *Claim* referred to in said notice as if this had been specifically endorsed ab initio.

8.9 Third Party Rights

No party who is not an *Insured* shall be entitled to enforce any term of this Certificate for its own benefit under the Contracts (Rights Against Third Parties) Act 1999 or otherwise.

8.10 Sub-Consultants

The *Insured* shall take reasonable steps to ensure that the sub-consultant has and maintains professional indemnity insurance with an appropriate limit of indemnity no lower than GBP 1,000,000 unless agreed otherwise by *Us* in writing.

8.11 Unintentional non-disclosure and Late Notification

In the event of non-disclosure or misrepresentation of information to *Us*, then *We* agree not to avoid this Certificate unless such non-disclosure or misrepresentation was fraudulent or with intent to deceive.

However in the absence of any such fraud or intent to deceive *We* shall be entitled to amend the terms, conditions and premium for this Certificate upon review of any information that has not (but should have) been disclosed to *Us* or upon review of any information that has been misrepresented to *Us*.

In the event that the *Insured* fails to comply with the provisions of section 7 then *We* reserve the right **at *Our* absolute discretion** not to repudiate a *Claim* in the event that *We* believe such failure has not prejudiced *Our* ability to defend or settle the *Claim*.

Section 9: Dispute Clause

Disputes arising from or in connection with this Certificate may be referred by the *Insured* to a recognised mediation service.

Any disputes arising from or in connection with this Certificate shall be governed by the laws of the country stated alongside the heading "*Law and Jurisdiction*" in the schedule.

Personal information

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (***individual insureds***). We the insurers identified in the contract of insurance 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.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice on our website and applicable data protection laws.

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.

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

SEVERAL LIABILITY CLAUSE**PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

OUR REGULATORY STATUS

This insurance is underwritten by DUAL Corporate Risks Limited on behalf of one or more Insurers as identified on your Certificate of Insurance. DUAL Corporate Risks Limited is part of the DUAL International Limited, it is authorised and regulated by the Financial Conduct Authority No. 312593. Registered in England and Wales No. 4160680, registered office: One Creechurch Place EC3A 5AF.

DUAL Corporate Risks Limited is currently exempt from the Financial Services Compensation Scheme (FSCS) as it has notified the FSCS in writing that it does not conduct business that could give rise to a protected claim by an eligible claimant and has no reasonable likelihood of doing so. Definitions of protected claim and eligible claimant can be found at www.fca.gov.uk. Should these conditions no longer apply, DUAL Corporate Risks Limited will notify the FSCS and the exemption will cease.

Your insurer may be a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if it is unable to meet its liabilities under this insurance certificate. This depends upon the type of business and the circumstances of the claim. Further Information about the compensation scheme arrangements is available from the FSCS or by visiting the FSCS website at www.fscs.org.uk.

How to Complain

If there is any occasion where service does not meet your expectations in the first instance please contact your Insurance Broker.

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly and we are committed to providing you with the highest standard of service at all times.

UK & Non-EEA Complaints

For all UK policies, if *you* wish to make a complaint *you* can do so at any time by referring the matter to:

Dual Corporate Risks Ltd
One Creechurch Place
London
EC3A 5AF

By email: complaints@dualgroup.com

By phone: +44 (0)20 7337 9888

Should *you* remain dissatisfied and *your* policy is underwritten through Lloyd's *you* may pursue the matter further with Lloyd's. Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints and the Complaints team's contact details are as follows:

Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Tel: 0207 327 5693

Fax: 0207 327 5225

Email: complaints@lloyds.com

You may have the right to refer your complaint to the Financial Ombudsman Service (FOS), free of charge. Details regarding the FOS can be obtained from their website at www.financial-ombudsman.org.uk.

Alternatively the FOS may be contacted at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4 567 or 0300 123 9 123

EEA complaints

For all EEA complaints where there is a Lloyd's Brussels (LBS) capacity, *you* should first direct *your* complaint to DUAL Europe GmbH.

You may contact DUAL Europe GmbH at:

DUAL Europe GmbH
Schanzenstraße 36,
Building 197,
51063 Cologne,
Germany

By email: complaints@dualeurope.com

By phone: +44 (0)20 7337 9888

Referral to Lloyd's Brussels, Regulator or Ombudsman Service

Subject to applicable eligibility criteria, complainants may refer their complaint to their local EDR service (ombudsman or regulator), OR the UK Financial Ombudsman Service if no local EDR is available.

For details of local ombudsman services internationally please see the following link [International ombudsman services](#)

Alternatively, *you* may be entitled to refer your complaint to Lloyd's Brussels. Details of their complaints procedures are available at www.lloydsbrussels.com/complaints and its Complaints team can be contacted at:

Service Manager
Complaints team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Tel: +32 (0)2 227 39 40
Email: lloydsbrussels.complaints@lloyds.com

Making a complaint will not affect your legal rights.

The existence of this complaints procedure does not affect any right of legal action you may have against DUAL Corporate Risks Limited or DUAL Europe GmbH.

INSURER DETAILS

Policy No.	PC-8756072440
Participation	100.00%
Insurer	Signed Line
For Non-European Economic Area Portion:	
Liberty Mutual Insurance SE UK Branch	63.00%
American International Group UK Limited	9.00%
Munich Re Syndicate 457 at Lloyd's	9.00%
Allianz Global Corporate and Specialty SE UK Branch	9.00%
and	
Chubb European Group SE UK Branch	10.00%
Per DUAL Corporate Risks Limited	UMR: Chubb: B1969DS2400020 All Others: B1969DS2400010

DETAILS FOR NOTIFICATION OF CLAIMS

finlinesclaims@dualgroup.com
 DUAL Group
 Broomhay House
 Blackbrook Business Park
 Taunton
 Somerset
 TA1 2PX