

POLICY SCHEDULE
POLICY NUMBER: B60822018PINPL01/12221/17006

- | | | |
|-----|---|---|
| 1. | INSURED: | H & H Construction (Scotland) Ltd

Unit 14
Ruthvenfield Place
Perth
PH1 3XU |
| 2. | PROFESSIONAL BUSINESS: | Design and Consulting Department of a Building Contractor and as more fully defined in the Proposal Form |
| 3. | PERIOD OF COVER: | 23 May 2018 to 22 May 2019 both days inclusive Greenwich Mean Time |
| 4. | LIMIT OF INDEMNITY: | GBP 500,000 Any One Claim including Costs and expenses |
| 5. | EXCESS: | GBP 1,000 Each & Every Claim applicable to Costs and expenses |
| 6. | RETROACTIVE DATE: | 23 May 2018 |
| 7. | PREMIUM: | GBP 750.00 |
| | INSURANCE PREMIUM TAX | GBP 90.00 |
| | POLICY FEES: | GBP 25.00 |
| | TOTAL: | GBP 865.00 |
| 8. | PREMIUM PAYMENT WARRANTY: | 60 days from Inception of policy |
| 9. | DATE OF PROPOSAL FORM: | 10 April 2018 |
| 10. | DATE OF DECLARATION FORM: | 24 April 2018 |
| 11. | POLICY WORDING: | 0118.Pinpoint - SME 0016 0512 Design & Construction AOC |
| | ENDORSEMENTS: | Sanction Limitation and Exclusion Clause (Ref: PINAWAC1013050)
DWF LLP Legal Advice Endorsement (Ref: PINAWAC1013041)
Companies Exclusion (Ref: PINAWAC1013052) - H&H Properties (Scotland) Ltd |
| 12. | Notice of any claim or CIRCUMSTANCES is to be given to: | Pinpoint Claims Department
DWF LLP
20 Fenchurch Street,
London EC3M 3AG

Tel: 0207 280 8888
Fax: 0207 280 8899
Email: puclaims@dwf.co.uk |
| 13. | PARTICIPATING INSURERS: | Professional Indemnity - 100% Allied World Assurance Company (Europe)
dac as per Unique Market Reference Number B60822018PINPL01 |

This is a claims made policy. Except as otherwise provided herein, this Policy covers only **Claims** first made against **You** during the **Period of Cover**.

All words in bold within the **Policy** or this **Schedule** shall have the meaning given to them in the "Definitions" Section of the **Policy**.

Your attention is drawn to the "Notification" Section of the **Policy** which sets forth the claims notification requirements under this **Policy**. It is a condition precedent to the coverage provided herein that **You** comply with these requirements and **Your** failure to do so will result in **Us** declining to provide an indemnity.

This insurance is based on the proposal form(s), the dates of which are listed above and supporting documentation (if any) accompanying the proposal form(s)

In Witness whereof this Policy has been signed by;



(Authorised Signatory)

On behalf of:

**Pinpoint UW Ltd t/as Pinpoint Underwriting
King James VI Business Centre
Riverview Business Park
Friarton Road
Perth
PH2 8DY**

Dated in Scotland this day of 15 May 2018

PINAWAC1013050 – Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

Except as otherwise provided by this Endorsement, all Terms, Conditions, Limitations and Exclusions remain unaltered.

PINAWAC1013041 – DWF LLP Legal Advice Endorsement

Under terms negotiated by Pinpoint Underwriting Limited (“Pinpoint”) on your behalf, arrangements have been made for additional assistance to be provided to you as follows:

1. Warranty/Contractual Advice

- 1.1 Pinpoint has arranged for DWF LLP (“DWF”), a leading firm of specialist professional indemnity solicitors, to be retained to provide legal advice at no additional charge to you, the insured, as a benefit of your insurance policy, DWF will advise as to whether the terms of prospective professional appointments, collateral warranties or novation agreements may give rise to issues impacting on your insurance policy (“Coverage Advice”).
- 1.2 In cases where detailed examination of other contractual documentation is required for this purpose, for example, where other documentation such as development agreements, building contracts, lease agreements, etc. are incorporated by reference into a draft appointment, DWF will provide more extensive Coverage Advice, subject to you making a contribution to the cost of such advice. The appropriate level of contribution will be between £125.00 and £195.00 per hour depending upon the value of the project and the complexity of the documentation. In those circumstances, upon receipt of an enquiry, DWF will inform you of the time that any review is likely to take and of the relevant contribution rate, which is to be agreed with you prior to fees being incurred.
- 1.3 In addition, should you require more general commercial legal advice (“Commercial Advice”) as to the terms of any documentation as is referred to above, this will be available at the same contribution rates of between £125.00 and £195.00 per hour depending upon the value of the project and the complexity of the documentation.

If you require such Coverage Advice or Commercial Advice, you should contact Elpida Hinchliffe or Mark Klimt at:

DWF LLP
20 Fenchurch Street
London EC3M 3AG

Telephone: 020 7280 8909
Fax: 020 7280 8899
Email: elpida.hinchliffe@dwf.law

Telephone: 020 7280 8921
Fax: 020 7280 8899
Email: mark.klimt@dwf.law

- 1.4 These services are provided by DWF’s dedicated non-contentious department acting as Pinpoint’s solicitors. If you make use of any of these services, any and all information and/or documents you provide to DWF and any advice given may be shared with DWF’s contentious department and made available to Pinpoint. You should note that Pinpoint may seek to rely upon such information in the event of a subsequent claim or potential claim being notified under your policy.
- 1.5 When contacting DWF, you should say that you have an enquiry under the Pinpoint Legal Advisory Service. You should state whether you are seeking Coverage Advice or Commercial Advice, and also have your Insurance Schedule to hand so as to be able to quote the Policy Number and the period of the Insurance Policy.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this **Policy** shall have full force and effect.

PINAWAC1013052 – Companies Exclusion

It is agreed that this **Policy** does not cover any **Claim** directly or indirectly caused by, arising out of or in any way connected with work undertaken by for or on behalf of H&H Properties (Scotland) Ltd

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this **Policy** shall have full force and effect.

**Professional Indemnity Insurance
Policy
Design & Construction**

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under Claim Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as possible. Further guidance is contained in this policy wording.

Claim Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to:

Pinpoint Underwriting Claims Department
DWF LLP
20 Fenchurch Street,
London EC3M 3AG

Tel : 020 7280 8888
Fax: 020 7280 8899
Email: puclaims@dwf.co.uk

Our Regulatory Status

This insurance is underwritten by Allied World Assurance Company (Europe) dac. Allied World Assurance Company (Europe) dac is regulated by the Central Bank of Ireland and is incorporated in Ireland as a Private Limited Liability Company having their registered office at 3rd Floor, Georges Quay Plaza, Georges Quay, Dublin 2, Ireland (Reg. No. 361888), and having their registered branch office at Third Floor, 30 St Mary Axe, London, EC3A 8BF (Branch Reg. No. BR007249).

Allied World Assurance Company (Europe) dac is a member of the Financial Services Compensation Scheme (FSCS). Compensation under the scheme for insurance advising and arranging is covered for 100% of the first GBP 2,000 (or an equal amount in the currency applicable to this Policy) and 90% of the remainder of the cost, without any upper limit. However for risks incepting on or after 1st January 2010, compensation under the scheme for insurance advising and arranging is covered for 90% of the claim, without any upper limit.

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

We intend to provide an excellent service to you, however, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive, please contact either your insurance broker or

President
Allied World Assurance Company (Europe) dac
19th Floor, 20 Fenchurch Street
London
EC3M 3BY

Please state the nature of your complaint, the Policy and/or claim number.

Having taken this action, if you feel that your complaint has not been handled satisfactorily, you may seek assistance from The Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall London E14 9SR
Telephone – 0845 080 1800
Email – enquiries@financial-ombudsman.org.uk
Website – www.financial-ombudsman.org.uk

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

The existence of this complaints procedure does not affect any right of legal action you may have against Allied World Assurance Company (Europe) dac.

DESIGN AND CONSTRUCTION

THIS IS A CLAIMS MADE POLICY OF INSURANCE

Section 1: Preamble

- 1.1 In consideration of the payment of the **Premium**, **We** shall during the **Period of Cover** and subject to the **Policy** terms provide the cover described in this **Policy**.
- 1.2 There is a premium payment warranty in this **Policy** at General Condition 7.14.

Section 2: Insuring Clause

- 2.1 **We** agree to indemnify **You** against **Your** liability for any **Claim** first made against **You** and notified to **Us** during the **Period of Cover** in accordance with Claim Condition 6.1 in respect of any:
- (a) negligence arising from **Your Professional Activities and Duties** performed by or on **Your** behalf;
 - (b) unintentional breach of confidentiality or misuse of information; or
 - (c) infringement of intellectual property rights which shall include copyright, patent, trademark or acts of passing off,
- arising from any act, error or omission by **You** or any of **Your Employees** in the conduct of **Your Professional Business**.
- 2.2 **We** also agree to pay **Costs** either incurred by **Us** or incurred by **You** with **Our** prior written consent.

Section 3: Automatic Extensions

The automatic extensions are subject to all **Policy** terms.

We agree to cover **You**:

3.1 Loss of Documents

For expenses reasonably and necessarily incurred by **You** in replacing or restoring **Documents** that after a diligent search cannot be located or that have been destroyed or damaged beyond reasonable use and for which **You** are legally responsible and which were in **Your** physical custody or control or any other person to whom **You** entrusted, lodged or deposited such **Documents** provided:

- (a) The loss of the **Documents** is first discovered during the **Period of Cover**; and
- (b) **You** notify **Us** within 30 days and within the **Period of Cover** of discovery of the loss of the **Documents**; and
- (c) **You** provide **Us** with bills and accounts substantiating the expenses incurred by **You** in replacing or restoring the lost **Documents**; and

- (d) The expenses are not incurred without **Our** prior written consent and **We** approve, or a competent person nominated by **Us** approves, the bills and accounts; and
- (e) The replacement or restoration of the **Documents** is reasonably required.

Our total liability under this extension for any one **Claim** and in the aggregate from all **Claims** during the **Period of Cover** shall not exceed £100,000. Such liability is part of, and not in addition to, the **Limit of Indemnity**.

3.2 Sub-Consultants

For **Your** liability in respect of any **Claim** made against any sub-consultants undertaking work for **You** as a sub-consultant and whose acts, errors or omissions arise from **Your Professional Business** provided always that **Our** rights of subrogation as contained in General Condition 7.19 are not waived or otherwise amended to **Our** detriment by **You**. **You** shall take reasonable steps to ensure that the sub-consultant has and maintains professional indemnity insurance with an appropriate limit of indemnity no lesser of the **Limit of Indemnity** or £1,000,000 unless agreed otherwise by **Us** in writing.

3.3 Joint Venture Liability

For liability where in respect of any **Claim** made against **You** where **You** are engaged in a joint venture but restricted to liability in respect of work performed solely by **You** arising from the conduct of **Your Professional Business**.

We will not cover any liability of **Your** joint venture partner nor any liability arising from work performed by such joint venture partner, unless agreed otherwise by **Us** in writing.

3.4 Libel and Slander

For **Your** liability in respect of any **Claim** made against **You** arising from **You** committing libel or slander in the conduct of **Your Professional Business**.

3.5 Compensation for Attendance

For the cost of attendance at a formal court hearing or formal interview by any of **Your** principals, partners, members or directors or **Employees** in connection with a **Claim** or **Circumstance** notified to **Us** where such attendance is considered by **Us** to be necessary or beneficial to reduce liability which may result in a payment under this **Policy**. The cover is subject to:

- (a) **Us** having given prior written agreement to such attendance;
- (b) indemnity for such costs being restricted to a rate of £500 per **Your** principal, partner, member or director per day and £250 per **Employee** per day; and
- (c) a total indemnity payable under this extension of £150,000. Such indemnity being within, and not in addition to, the **Limit of Indemnity**.

This Automatic Extension 3.5 is not subject to the **Excess**.

3.6 Adjudication Referrals

For **Your** liability arising directly from matters covered under this **Policy** and referred for adjudication under the Housing Grants Construction and Regeneration Act 1996 provided **You** comply with the following conditions, which are conditions precedent to **Our** liability to indemnify under this **Policy**:

- (a) **You** shall give notice to **Us** in the manner outlined within 5 working days of, either the earlier of the day on which **You** receive receipt of any notice of intention to adjudicate (Adjudication Notice), or the day on which **You** have reasonable grounds to believe that an Adjudication Notice may be served on **You** 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 **Policy**.
- (b) **You** 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.
- (c) **We** shall be entitled, at **Our** sole discretion, to appoint solicitors and experts to handle any adjudication on **Your** behalf 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 **You** as outlined in Section 3.6(e)).
- (d) **You** 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.
- (e) If the adjudication involves both matters that are covered and matters that are not covered by this **Policy** then **We** shall only be required to indemnify **You** in respect of that part which involves matters covered by this **Policy** and any such **Costs** incurred in handling the adjudication shall be settled in the same proportion as the covered part bears to the total.
- (f) The adjudicator is independent of the parties to the dispute.

3.7 Criminal Proceedings

For **Costs** necessarily incurred with **Our** written consent in the defence of criminal proceedings against **You** arising from any alleged breach of any statute or regulation in the conduct of the **Professional Business** by **You** provided that:

- (a) the circumstances giving rise to the alleged breach would otherwise give rise to a **Claim** which would be covered by this **Policy**.
- (b) **We** believe that the defence of such proceedings have a reasonable chance of success and would assist in the defence of any **Claim** against **You** arising from such circumstances.
- (c) **We** will not be liable for any **Costs** following a plea or finding of guilt on **Your** part 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 **Period of Cover** shall not exceed £250,000. Such liability is part of, and not in addition to, the **Limit of Indemnity**.

This Automatic Extension 3.7 is not subject to the **Excess**.

3.8 Construction (Design and Management) Regulations 2007

- (a) For **Claims** brought against **You** arising out of the Construction (Design and Management) Regulations 2007 insofar as such **Claim** or **Claims** are in respect of **Your** civil liability which would otherwise be the subject of indemnity under this **Policy**. The maximum **Limit of Indemnity** from **Claims** arising by virtue of the extension shall be as specified in the Schedule at item 4; and
- (b) For **Costs** incurred in the defence of any criminal proceedings made against **You** arising from any alleged breach of the Construction (Design and Management) Regulations 2007, provided such alleged breach arises in the course of **Your Professional Business** and where **We** believe that defending such proceedings could protect **You** against any subsequent or concurrent civil action for which cover is provided hereunder. Any subsequent civil action arising out of proceedings notified hereunder shall be deemed to be notified hereunder.

Proceedings shall mean any actual proceedings including an appeal against the outcome of any actual proceedings, where **We** consider an appeal against proceedings could protect **You** against any subsequent or concurrent civil action.

The maximum **Limit of Indemnity** arising from **Claims** made by virtue of paragraph (b) of this extension shall not exceed £100,000 in the aggregate. Such liability is part of, and not in addition to, the **Limit of Indemnity**.

You shall be required to pay the first £1,000 of each and every **Claim** in respect of **Claims** covered under this extension.

Notwithstanding this extension of the **Policy**, **We** shall not indemnify **You** against any fines, penalties, punitive, multiple or exemplary damages imposed and arising from any actual or alleged breach of the Construction (Design and Management) Regulations 2007.

3.9 Mitigation Costs

Subject to notification in accordance with the Claims Conditions in Section 6, for **Costs** reasonably incurred with **Our** prior written consent, which will not be unreasonably withheld, in respect of rectifying prior to any practical completion, take-over certificate or defects period any part of the works constructed by **You** to the extent that **You** are able to demonstrate on a balance of probabilities that the need for such rectification is due to **Your** negligence in the conduct of **Your Professional Business** by **You** and is necessary to mitigate a **Claim** or a **Circumstance** likely to produce a **Claim** that would otherwise have been insured under Section 2.1. Following rectification, if any **Claim** is still made against **You** which would otherwise be covered by this **Policy** **Our** maximum payment including any amount already paid shall not exceed the **Limit of Indemnity**. **We** shall only agree to pay such **Costs** if **We** agree that they are less than the potential **Claim** and it was reasonable to pursue this course of action to rectify the problem that would otherwise have brought about a **Claim**. **You** shall bear the burden of proof.

3.10 Take Over and Mergers

In the event of a sale of the Insured entity described in item 1 of the Schedule or a merger with or acquisition by another entity such that the Insured entity is not the surviving entity and no longer:

- (a) controls the composition of the board of directors, or
- (b) controls more than half the voting power, or
- (c) holds more than half of the issued share capital,

then this **Policy** shall apply only to any **Claim** arising from **Your Professional Business** carried out prior to the date of such transaction, unless otherwise agreed in writing by **Us**.

3.11 Acquisitions

If **You** acquire another entity, **We** agree that this **Policy** will provide cover for any **Claim** arising from **Your Professional Business** carried out by the acquired entity after the effective date of the acquisition and once **You** have taken full control of the entity subject to:

- (a) cover only being provided for a maximum period of 30 continuous days starting on the effective date of the acquisition and once **You** have taken full control of the entity, but not for any period beyond the **Period of Cover**; and
- (b) the employee turnover of the acquired entity, for the period of 12 months prior to the acquisition, being no greater than 15% of **Your** employee turnover stated in the **Proposal Form**; and
- (c) the entity taken over not being listed on any stock exchange or alternative investment market and not having outside shareholders; and
- (d) the acquired practice being previously insured.

We agree to extend the coverage for such acquired entity beyond the 30 day period set forth in (a) above, subject to **You**: (i) providing **Us** with full particulars of the acquired entity; and (ii) agreeing to pay any additional premium and accepting any amendment of this **Policy** as **We** may require; and (iii) paying any such additional premium.

3.12 Asbestos

In respect of **Claims** made and notified to **Us** arising from, relating to or involving asbestos in any form which is a direct result of any act, error or omission committed or alleged to have been committed by **You** or an **Employee** in the conduct of **Your Professional Business**.

We shall indemnify **You** only for the cost of re-performance of **Your** work and/or rectification and/or remediation and provided always that:

3.12.1 such **Claim** is

- (a) first made against **You** during the **Period of Cover**; and/or
- (b) arises out of any **Circumstance(s)** which **You** shall first notify **Us** during the **Period of Cover**.

3.12.2 We shall not be liable for any such Claim

- (a) directly or indirectly resulting from **Asbestos Inspections** carried out by **You**; or
- (b) arising out of or in any way involving any bodily injury or fear of suffering bodily injury.
- (c) directly or indirectly arising from asbestos or any materials containing asbestos (in any form or quantity) which falls outside of the conduct of **Your Professional Business**

Our total liability shall not exceed £250,000 in the aggregate. Such liability shall be included within, and not in addition to, the **Limit of Indemnity**.

3.13 Toxic Mould

In respect of **Claims** made and notified to **Us** during the **Period of Cover** arising out of **Spores** or **Fungus** which is as a result of direct breach of the professional duty owed by **You** in connection with **Your Professional Business** provided always that:

3.13.1 We shall indemnify **You** only for the cost of re-performance of **Your** work and/or rectification and/or remediation; and

3.13.2 The maximum amount payable in total shall not exceed £250,000 in the aggregate for the **Period of Cover** inclusive of all **Costs**. Such amount shall be included within, and not in addition to, the **Limit of Indemnity**.

For the avoidance of doubt, **We** shall not be liable for any **Claim** or loss in any way:

- (a) involving bodily injury, psychological injury, emotional distress or anguish, shock, sickness, disease or death; or
- (b) from any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to, mould, mildew, mycotoxins, spores, or any biogenic aerosols which falls outside of the conduct of **Your Professional Business**.

3.14 Pollution

In respect of a **Claim** made and notified to **Us** arising out of any seepage, **Pollution** or contamination of any kind caused by a sudden, unintended and unexpected happening during the **Period of Cover** resulting from **Your** negligence in the conduct of **Professional Business**.

Our total liability shall not exceed £250,000 in the aggregate which shall be included within, and not in addition to, the **Limit of Indemnity**.

For the avoidance of doubt, for the purposes of this Automatic Extension, seepage, **Pollution** or contamination shall not include asbestos as described in Automatic Extension 3.12 or radiation or contamination as described in Exclusion 5.15.

We shall have no liability under this **Policy** in respect of any **Claim** or loss:

- (a) directly or indirectly arising out of, or in any way involving bodily injury, mental anguish or emotional distress, sickness, disease or death or damage to, destruction of, or diminution in value of any property including loss of use thereof directly or indirectly arising out of, or in any way involving seepage, **Pollution** or contamination of any kind; and
- (b) for any rectification or clean-up costs relating to any seepage, **Pollution** or contamination of any kind; and
- (c) of whatsoever nature directly or indirectly arising out of or in any way involving actual or alleged seepage, pollution or contamination which falls outside of the conduct of **Your Professional Business**.

Section 4: Definitions

In the **Policy**:

4.1 Approved Person means

- (1) A Fellow or Professional Member or Technical Member of the Royal Institute of Chartered Surveyors (RICS);
- (2) A Member of the Institution of Civil Engineers (MICE);
- (3) A Member of the Institution of Structural Engineers (MIStructE);
- (4) A Fellow or Associate of the Faculty of Architects and Surveyors;
- (5) A Fellow or Associate of the Royal Institute of British Architects (RIBA);
- (6) A Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS);
- (7) Anyone who is certified or accredited as a Home Inspector or to produce energy performance certificates by a scheme approved by the Secretary of State;
- (8) Any person who has at least 5 years experience of such work;
- (9) Any other person delegated by **You** to execute work as part of their training subject always to:
 - i. Supervision to be provided by a person qualified in accordance with (1) to (7) above;
 - ii. Agreement in writing having been obtained from **Us** prior to cover being granted

4.2 Asbestos Inspections means

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

4.3 Circumstance means

An incident, occurrence, fact, matter, act or omission that might give rise to a **Claim**.

4.4 Claim means

(a) Any written or oral demand for monetary damages or other relief including non-pecuniary relief.

(b) Any civil, arbitration or adjudication proceedings including any counterclaim or appeal.

4.5 Collateral Warranty means

A **Collateral Warranty** or duty of care agreement between **You** and a party with whom a contractual relationship would not otherwise exist.

4.6 Computer System means

Any computer data processing equipment media, or part thereof, or system or data storage and retrieval or communication system network protocol, or part thereof, or storage device microchip integrated circuit real time clock system or similar device or any computer software (including but not limited to application software operating systems runtime environments or compilers) firmware or microcode.

4.7 Computer Virus means

A piece of unauthorised executable code which propagates itself through **Your Computer System**.

4.8 Costs means

Any reasonable fees, expenses, costs and disbursements incurred in investigating, adjusting or defending a **Claim** covered by this **Policy** including any appeal issued in connection with a **Claim** and to which **We** have given **Our** prior written consent. Any of **Your** internal or overhead expenses or the cost of any of **Your** time is not included.

4.9 Documents means

Any of the following documents, but only in the event and to the extent that such documents are related to conducting **Your Professional Business**: Deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature, whether printed, written or reproduced by any method including computer records and electronically stored data but does not mean bonds or coupons, stamps, bank or currency notes, money or any negotiable instrument.

4.10 Employee means

Any person employed by **You** under a contract of service or apprenticeship during or prior to the commencement of the **Period of Cover**.

4.11 Excess means

The amount specified in the Schedule at item 5.

4.12 Fungus means

Any form or type of mould or mushroom or mildew.

4.13 Knowledge or Detection means

When **You** become aware of facts which would cause a reasonable person to assume that a loss covered by this **Policy** has been or will be incurred, even though the exact amount or details of the loss may not then be known.

4.14 Limit of Indemnity means

The amounts specified in the Schedule at item 4.

4.15 Period of Cover means

The period specified in the Schedule at item 3.

4.16 Policy means

This document containing the policy wording, and also the Schedule and Endorsements which together are one contract.

4.17 Pollution means

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

4.18 Premium means

The amounts set out in the Schedule at item 7.

4.19 Professional Activities and Duties means

The performance by **You** of any professional

Design or specification,
Supervision of construction,
Feasibility study,
Technical information calculation,
Surveying,
Training,
Safety management,
Materials measurement,
Materials testing,
Material certification,
Commissioning,
Commissioning management,
Quality assurance consultancy for third parties for which a fee is charged,
Contract management,
Project co-ordination,

Project management,
Construction management,
Appointment as a Planning Supervisor as defined in the Construction (Design and Management) Regulations 1994,

undertaken only by or under the direction and direct control of an **Approved Person**.

For the avoidance of doubt, **Professional Activities and Duties** do not include supervision by **You** of **Your** own or **Your** sub contractors work where such supervision is undertaken in its capacity as Building or Engineering Contractor.

4.20 Professional Business means

The business specified in the Schedule at item 2.

4.21 Proposal Form means

The written proposal form submitted by **You** to **Us** together with any other related particulars and statements that have been supplied to **Us** in writing.

4.22 Retroactive Date means

The date specified in the Schedule at item 6.

4.23 Spore means

Any dormant or reproductive body produced or arising out of any **Fungus**.

4.24 We/Us/Our means

The Insurers specified in the Schedule at item 13.

4.25 You/Your means

- (i) The person, firm, partnership or company or other entity, specified as the Insured in the Schedule at item 1; and
- (ii) Any person who is or becomes, during the **Period of Cover**, a principal, partner, member or director of the entity specified as the Insured in the Schedule at item 1; and
- (iii) Any former principals, partners, members or directors of the entity specified as the Insured in the Schedule at item 1; and
- (iv) In the event of the death or incompetence or bankruptcy of any principal, partner, member or director, of the entity specified as the Insured in the Schedule, 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.

Section 5: Exclusions

This **Policy** shall not apply in respect of:

5.1 Associates

- (a) Any **Claim** against **You** brought by or on behalf of the entity specified as the Insured in the Schedule;
- (b) Any **Claim** against **You** brought by or on behalf of any parent, subsidiary or associated company of the entity specified as the Insured in the Schedule;
- (c) Any **Claim** against **You** by any other company in which **You** have a financial interest;
- (d) Any **Claim** against **You** by any other company in common control with **You**,

unless such **Claim** emanates from an independent third-party.

5.2 Assumed Duty or Obligation

Liability directly or indirectly arising out of, or in any way connected to, any duty, obligation or liability incurred, entered into or assumed by **You** which is not incurred, entered into or assumed in the normal conduct of **Your Professional Business**.

5.3 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 **Your Professional Business**.

5.4 Contract

Any **Claim** arising out of any express contract, agreement, warranty, indemnity, waiver or guarantee unless:

- (a) Liability would have attached to **You** in the absence of such express contract, agreement, warranty, indemnity, waiver or guarantee; or
- (b) Liability arises from a **Collateral Warranty**.

However, **We** shall not indemnify **You** 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
- (iv) Any liability under any **Collateral Warranty** providing a greater or longer liability than that given under the original contract and to which such **Collateral Warranty** is supplemental.

5.5 Computer Viruses

Any **Claim** arising from the transmission of a **Computer Virus** including any malicious or inappropriate e-mail.

5.6 Directors and Officers

Any breach by **You** of a personal duty owed solely in the capacity of a member, director, secretary or officer of a body corporate.

5.7 Estimates and Specifications

Any **Claim** or loss directly or indirectly arising out of, or in any way involving any:

- (a) inadequate or incorrect specification of materials or performance; or
- (b) inadequate or incorrect programming or estimate of the period of construction; or
- (c) inadequate or incorrect estimate(s) of construction costs or cost advice, except where such estimate or advice is provided by an **Approved Person**;

However, this Exclusion shall not apply in any such case arising out of an unintentional negligence in the conduct of **Your Professional Business** by **You** provided always that **You** shall establish to **Our** satisfaction that negligence was unintentional.

5.8 Financial Matters, Insurance and Insolvency

- (a) Any failure to obtain or maintain adequate insurance or finance.
- (b) Any **Claim** arising from **Your** insolvency and/or liquidation and/or administration and/or scheme of arrangement or other financial difficulties.
- (c) Any lost profit, mark up or any VAT or similar tax.

5.9 Fines and Penalties

Taxes, fines or penalties, punitive, aggravated, multiple, exemplary or other non-compensatory damages or the consequences of non-payment or any additional damages under Section 97(2) of the Copyright, Design and Patents Act 1988 or any statutory successor to that section or any **Claim** deemed uninsurable by law.

5.10 Fraud and Dishonesty

- (a) Any **Claim** directly or indirectly arising from or attributable to any actual or alleged act or omission by **You**, or **Your** sub-consultants which was in reckless disregard, fraudulent, dishonest, malicious or criminal; or
- (b) Any liability arising directly or indirectly from or attributable to or in consequence of any wilful breach of any statute, regulation, contract or duty by **You**, or **Your** sub-consultants.

5.11 Geographical Limits

Professional Business undertaken within the United States of America, Canada and any country, territory or jurisdiction in which American or Canadian law (Federal, State or Provincial) is applicable or in which a judgement based upon such law may be enforceable in connection with such work.

5.12 Jurisdictional Limits

Legal proceedings brought in a Court of Law in the United States of America, Canada and any country, territory or jurisdiction in which American or Canadian law (Federal, State or Provincial) is applicable or in which a judgement based upon such law may be enforceable in connection with such proceedings.

5.13 Land, Buildings, Transport

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

5.14 Liability to Employees

Liability to **Employees** in respect of any **Claim** arising from any employment dispute including any such dispute directly or indirectly based upon attributable to or in consequence of bodily injury, mental injury, sickness, disease or death or any breach of any obligations owed by **You** as an employer for discrimination, harassment, unfair treatment or unfair dismissal or failure to promote any **Employee**.

5.15 Nuclear

Any **Claim** arising from or attributable to:

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss; or
- (b) Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.16 Partnership Duties

Any actual or alleged breach of **Your** partnership or shareholder agreement or arrangements, including any equivalent agreement or arrangement where **You** are a limited liability partnership or a company without share capital.

5.17 Pension and Trust Liability

Any breach by **You** of a duty owed or arising from the operations or administration of any trust fund, pension or other employee benefit scheme.

5.18 Prior Knowledge

- (i) Any **Claim** first made, threatened or intimated against **You** prior to the **Period of Cover**;
- (ii) Any **Claim** or loss arising out of any **Circumstance** of which **You** were aware of or ought reasonably to have been aware of prior to the **Period of Cover**;

- (iii) Any **Claim, Circumstance** or other matter notified to any insurance policy preceding the **Period of Cover**.

5.19 Products

Any **Claim** arising directly or indirectly from the faulty manufacture of any good or product sold, supplied, repaired, installed, constructed or maintained by **You** and or any professional supervision of the manufacture of any good or product sold, supplied, repaired, installed, constructed or maintained by **You**.

5.20 Property Damage

Liability incurred from the loss or destruction of, or damage to, any property unless arising from lost or destroyed **Documents** or design or specification, technical information calculation or survey performed by or on **Your** behalf in the conduct of **Professional Business**.

5.21 Retroactive Date

Any **Claims** arising out of the exercise and conduct of the **Professional Business** carried out prior to any **Retroactive Date**.

5.22 Surveys, Inspections and Valuations

Any survey, inspection or valuation unless the report is made in writing and is undertaken by an **Approved Person**.

5.23 Trading Debts

Any **Claim** arising from or directly or indirectly attributable to any of **Your** trading debts or trading losses or any guarantee or undertaking given by **You** for a debt or performance of any other obligation by a third party.

5.24 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 the **Claim**:

- (a) 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
- (b) Any act of terrorism.

For the purposes of this Exclusion, an act of terrorism means an act, 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.

This Exclusion also includes any liability for any **Claim** and/or **Costs** on account of any **Claim** of whatsoever

nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If **We** allege that by reason of this Exclusion, any **Claim**, **Cost**, or expense is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.

5.25 Workmanship and Supervision

Any **Claim** or loss arising out of **Your** defective workmanship or the defective workmanship of **Your** sub-consultants or any party for whom **You** have responsibility or for the incorporation into works of any defective or deleterious materials or in respect of **Claims** arising out of the supervision of **Your** own labour or that of **Your** sub-consultants; provided always that this Exclusion shall not apply where:

- (a) such liability arises from negligent design or specification of materials where such design or specification is undertaken by a qualified engineer, architect, surveyor (being a chartered surveyor, technical surveyor or equivalent), other professionally qualified persons who are professionally qualified through a recognised professional body relevant to the activity being undertaken or persons having at least five years relevant technical experience to **Your Professional Business** unless agreed otherwise by **Us** in writing; and
- (b) **You** shall establish to **Our** satisfaction that the error or omission was unintentionally negligent.

Section 6: Claim Conditions

6.1 Notification

It is a condition precedent to liability under this **Policy** that **You** shall notify **Us** in writing as soon as practicable and no later than 3 months after **Knowledge** or **Detection** and in any event no later than the end of the **Period of Cover** of any:

- (a) **Claim** made against **You**;
- (b) **Circumstance** that might give rise to a **Claim** against **You** whether or not **You** believe the **Claim** that may arise there from has any merit or is valid;
- (c) notice of any intention to make a **Claim** against **You**;
- (d) discovery or reasonable cause for suspicion of dishonesty or fraud on the part of any of **Your** former or present principals, partners, members, directors, **Employees**, or sub-consultants whether giving rise to a loss or **Claim** hereunder or not.

Any subsequent **Claim** arising out of matters notified under Sections 6.1(b) and 6.1(c) shall in each case be deemed to have been a **Claim** made during the **Period of Cover**.

Notification is deemed to have been made only when received in writing by **Us** or the nominee, if any, named in an Endorsement to this Policy.

The notification must include full particulars, including the identity of the claimant or potential claimant, details of the allegations and potential allegations against **You**, 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.

Failure to comply with this condition will result in Us declining to provide an indemnity

6.2 Co-operation

It is a condition precedent to liability under this **Policy** that **You** must:

- (a) Following receipt of 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, deliver the correspondence or document to **Us** as soon as practicable.
- (b) Provide **Us** with all information and assistance that **We** and/or **Our** representatives and others appointed by **Us** may reasonably require.
- (c) Use due diligence and ensure that all reasonable and practicable steps are taken to avoid or diminish any liability which may give rise to or has given rise to a **Claim** or loss.

Compliance with this condition will be at Your own cost. Failure to comply with this condition will result in Us declining to provide an indemnity.

6.3 Legal Defence and Settlement

- (a) **We** will pay **Costs** on an incurred basis prior to final determination of cover under this **Policy** or adjudication or up until the time that a **Claim** is withdrawn. If at any time a **Claim** is deemed not to be covered under this **Policy** or is found to be excluded then all such **Costs** must be returned to **Us** on demand.
- (b) **We** are entitled but not obliged to assume the legal defence of any **Claim** covered under this **Policy** in **Your** name and **We** shall have full discretion in managing any negotiation or proceedings as to the resolution of such **Claim**.
- (c) **We** shall be entitled to nominate lawyers and loss adjusters that will defend and represent **You** in respect of any **Claim**.
- (d) Subject to General Condition 7.10 below, **We** shall be entitled to settle a **Claim** if **We** so choose.
- (e) **You** agree 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.
- (f) **We** shall not be liable for any settlement, **Costs**, admission, offer, payment or assumed obligation without **Our** written consent.
- (g) If **We** are of the opinion that a **Claim** will not exceed the **Excess**, **We** may require **You** to conduct the defence of the **Claim** at **Your** own expense.
- (h) **We** may at any time pay to **You** the **Limit of Indemnity** (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 **Policy** for matters arising

prior to the date of such payment.

6.4 Dishonest or Fraudulent Persons

Should **You** suffer any loss or **Claim** or incur any liability of the type insured under the **Policy** by reason of the dishonest or fraudulent act or omission of any of **Your** former or present principals, partners, members, directors or **Employees**:

- (a) **You** shall at **Our** request take all reasonable steps to obtain reimbursement from such person;
- (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from **You** or any monies of such persons held by **You** shall be deducted from any amount payable hereunder;
- (c) notwithstanding General Condition 7.9, 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;
- (d) nothing herein shall preclude **Us** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission;
- (e) 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;
- (f) **You** 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 **You** until such time as **We** are satisfied that such loss has in fact been sustained;
- (g) **We** shall not be liable for any loss sustained in consequence of any act or omission occurring after the date of the discovery of, or of reasonable cause for suspicion of, dishonest or fraudulent conduct on **Your** part.

Section 7: General Conditions

7.1 Alteration to Risk

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

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

7.2 Assignment

You must not assign this **Policy** or any rights under this **Policy** without **Our** prior written consent by way of endorsement to this **Policy**.

7.3 Authorisation

The entity named as the Insured in the Schedule at item 1 shall act as agent on **Your** behalf with respect to the giving and receiving of notice under this **Policy**, including the giving of notice of any **Claim**, the payment of the **Premium**, and the receipt and acceptance of any endorsements attaching to and forming part of this **Policy**.

7.4 Confidentiality

You shall not disclose the terms of this **Policy** or the amount of the **Premium** paid to any third party:

- (a) except to the extent that **You** are required by law to do so or by any regulatory authority as may be necessary to demonstrate to such regulatory authority that any mandatory insurance requirements of such authority have been satisfied; or
- (b) except that the existence of the **Policy** and the **Limits of Indemnity** available hereunder may be disclosed to an insurer, to a client or a prospective client, wholesale broker or placing agent where this is necessary to maintain agency facilities, provided that no such disclosure shall be permitted in circumstances where **You** are aware or ought reasonably to be aware that the person to whom disclosure is going to be made has made or is likely to make a **Claim** against **You**; or
- (c) except to the extent that **We** consent, in writing, to such disclosure.

7.5 Data Protection

We follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. **We** record and hold data in accordance with the Data Protection Act 1998. **We** may pass data to other firms or businesses that supply products or services associated with this **Policy**.

7.6 Document Management

We may hold the **Proposal Form** (including any attachments thereto) and any documents relating to this **Policy** and any **Claim** in electronic form and may destroy the originals. An electronic copy of any such document will be admissible as evidence to the same extent as, and carry the same weight as, the original.

7.7 Fraudulent Claims

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

7.8 Headings

In this **Policy**, headings are for descriptive purposes only and do not affect the force or interpretation of the words.

7.9 Indemnity to Employees

If **You** require, **We** will indemnify any of **Your Employees** in like manner to **You** provided the **Employee** observes and complies and is subject to the terms of this **Policy**.

7.10 Insured's Right to Contest

In the event that **We** recommend settlement of a **Claim** and **You** do not agree to the settlement of the **Claim**, and **You** decide 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.

7.11 Interpretation

All **Policy** documents 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.

7.12 Other Insurance

This **Policy** shall apply only in excess of any other valid and collectible insurance (whether collected or not).

7.13 Our Rights

In the event that **We** are entitled to avoid or repudiate this **Policy** ab initio, **We** may instead at **Our** election give notice in writing to **You** that **We** regard this **Policy** 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 **Policy**. This **Policy** 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.

7.14 Premium Payment Warranty

- (a) **You** undertake that the **Premium** will be paid in full to **Us** by payment of the **Premium** by **Your** broker(s) by the date set out in the Schedule at item 8.
- (b) If the **Premium** under this **Policy** has not been paid to **Us** by the date set out in the Schedule at item 8, **We** shall have the right to cancel this **Policy** by notifying **You** via **Your** broker(s) in writing. In the event of cancellation, **Premium** is due to **Us** on a pro rata basis for the period for which **We** were on risk, but the full **Premium** shall be payable to **Us** in the event that **You** notify **Us** of any **Claim** or **Circumstance** or any circumstance likely to give rise to a loss which is covered by this **Policy**.
- (c) It is agreed that **We** shall give **You** not less than 5 days prior notice of cancellation to **You** and/or **Your** broker(s). If the **Premium** due is paid in full to **Us** before the notification period expires, notice of cancellation shall automatically terminate at the end of the notice period.

7.15 Senior Counsel

- (a) **We** shall not require **You** to contest a **Claim** unless a Senior Counsel (agreed upon by **You** 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 costs likely to be recovered by the third party claimant.
- (b) The cost of Senior Counsel's advice shall be regarded as part of the **Costs**.

7.16 Severability

In the event that any portion of the **Policy** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

7.17 Several Liability of Insurers

The obligations of the subscribing Insurers where there is more than one Insurer named in the Schedule subscribing to this **Policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co subscribing Insurer who for any reason does not satisfy all or part of its obligations.

7.18 Statute

In this **Policy** references to any statute shall be to that statute as amended or re-enacted from time to time.

7.19 Subrogation

- (a) Where **We** have paid a **Claim** under this **Policy** **We** become entitled to any rights **You** have against any party in relation to the **Claim** to the extent of **Our** payment.
- (b) **You** must assist **Us** and provide information as **We** may reasonably require to exercise **Our** rights of subrogation, including bringing any action or suit in **Your** name. This may include providing and signing statements and other documents and the giving of evidence.
- (c) Any recovery received shall be applied first against any **Claim** or **Costs** insofar as it exceeds the **Limit of Indemnity**, then against any payment made by **Us**, and finally against the **Excess**.
- (d) **We** will not subrogate against any of **Your** principals, partners, directors or **Employees** or former **Employees** under this **Policy** unless that person is found to have committed or condoned a criminal, fraudulent, malicious or dishonest act or omission.

7.20 Termination/Cancellation

- (a) **You** may cancel this **Policy** by giving notice in writing to **Us** at any time. If **You** cancel this **Policy**, **We** will retain the proportion of the **Premium** calculated pro rata as at the date of cancellation plus fifteen percent (15%) of that amount.
- (b) **We** shall have the right to terminate this **Policy** with 30 days notice should **You** become insolvent, enter liquidation or administration.
- (c) In the absence of (a) or (b) above, this **Policy** shall terminate at the expiry of the **Period of Cover** stated in item 3 of the Schedule.

7.21 Third Party Rights

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

7.22 Waiver or Amendment

The terms of this **Policy** shall not be waived or amended except by endorsement issued by **Us** or intended to be issued by **Us** to form part of this **Policy**.

Section 8: Limit of Liability

8.1 Limit of Indemnity

Our total liability under this **Policy** for any one **Claim** shall not exceed the **Limit of Indemnity**.

For the purposes of the **Limit of Indemnity** the following are regarded as one **Claim**:

- (a) any **Claims** arising out of or in connection with the same originating cause or source;
- (b) any loss or series of related losses for which indemnity is available arising out of or in connection with the same originating cause or source;
- (c) any **Claims**, loss or losses directly or indirectly arising from fraud or dishonesty; and
- (d) any **Costs** for which indemnity is available under Section 3.9.

Our liability for **Costs** is within the **Limit of Indemnity** or in addition thereto as described in the Schedule at item 4.

8.2 Excess

A separate **Excess** shall apply in respect of each and every **Claim**. **You** are responsible for each such **Excess** payment and such payment is a condition precedent to **Our** liability under this **Policy**. **We** are only liable to indemnify **You** for that part of **Your** liability for each **Claim** that is greater than the **Excess**. Where **We** have paid on **Your** behalf part or all of the **Excess/es** **You** shall reimburse **Us**.

The Schedule states whether the **Excess** applies to **Costs**.

Section 9: Disputes Clause

- 9.1 This **Policy** shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to determine any disputes which arise under or with respect to this **Policy**.