

SCHEDULE [DECLARATIONS PAGE]

This Certificate comprises a Certificate Jacket, the Schedule [Declarations Page], Wording and all other provisions, conditions and warranties attached and any endorsements issued.

Coverholder Appointment Agreement Unique Market Reference (UMR) *BI526CSHLC1900113*

Coverholder Appointment Agreement Reference (if different from UMR above)

Certificate No. *UEE3845419YA/ UTB3845519HA/ UYB3845619UA*

1. Name and address of the Insured:

Life Healthcare UK Limited & Subsidiary Companies

2. Effective from *01/03/2019* to *29/02/2020*

both days inclusive Local Standard Time at the address of the Insured.

3. This contract of insurance is insured by Lloyd's Insurance Company S.A.

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, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloyds.com/brussels E-mail: enquiries.lloydsbrussels@lloyds.com

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

4. Lloyd's Insurance Company S.A.'s General Representative:

As per the Policy Wording

5. Coverholder:


MS Amlin Underwriting Limited

The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG

No. 02739220

The Coverholder acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

6. Insurance cover provided:

Type of Insurance:	<i>Employers' Liability, Public and Products Liability and Medical Malpractice Insurance</i>
Sum(s) Insured / Limit(s) of Liability:	<i>Employers' Liability GBP 20,000,000 any one occurrence</i>
Sum(s) Insured / Limit(s) of Liability:	<i>Public and Products Liability GBP 20,000,000 any one occurrence and in the Aggregate during the Period of Insurance in respect of Products Liability</i>
Sum(s) Insured / Limit(s) of Liability:	<i>Medical Malpractice GBP10,000,000 any one claim and GBP20,000,000 in the aggregate during the Period of Insurance</i>
Excess(es) / Deductible(s):	<p><i>Employers' Liability Nil Deductible</i></p> <p><i>Public and Products Liability GBP10,000 each and every Occurrence in respect of third party property damage GBP5,000 each and every claim in respect of Extension 25 - Professional Indemnity</i></p> <p><i>Medical Malpractice EUR10,000 each and every claim in respect of claims originating in Italy reducing to EUR5,000 in the event that an aggregate amount of EUR100,000 is reached EUR5,000 each and every claim in respect of all other claims originating elsewhere in the world other than in the United Kingdom</i></p> <p><i>The Deductibles above shall be subject to the following aggregates</i></p> <p><i>EUR130,000 in respect of all Occurrences or claims originating in Italy EUR50,000 in respect of all other Occurrences or claims originating elsewhere in the world other than in the United Kingdom</i></p>
Premium excluding	

taxes:	
Taxes payable by the Insured:	GBP 0.00
Taxes payable by the Insurer:	GBP 0.00
Total amount to be paid by the Insured to the Insurer:	GBP 0.00

7. Wording and additional Forms attached hereto and any special conditions:

ADA669-20190401

8. Law applicable to this contract (being which territory's law will be used to determine a dispute relating to this contract):

As per the Policy Wording

9. Jurisdiction applicable to this contract (being the territory in which any dispute relating to this contract will be heard):

As per the Policy Wording

10. Service of Suit (being any summons, notice or process to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this contract) may be made upon:

As per the Policy Wording

11. In the event that you wish to make a claim under this contract, please notify the following:

As per the Policy Wording

12. In the event that you wish to make a complaint, please refer to the complaint handling arrangements below:

As per the Policy Wording

13. In the event that you have any other enquiries, please contact the Coverholder.

MS Amlin Underwriting Limited

The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG

Dated 31st July 2019

Signed by: Susan Dooley

A handwritten signature in cursive script, appearing to read "Dooley", is centered on the page.

Coverholder: MS Amlin Underwriting Limited

This Certificate is only valid if it bears the signature of the Coverholder, on behalf of Lloyd's Insurance Company S.A.



Corporate Combined Liability Policy Wording

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Taxes

There may be circumstances where taxes may be due that are not paid via the Underwriter. If this occurs then it is the Assured's responsibility to ensure that these are paid direct to the appropriate authority.

Sanctions

This Policy will not provide any insurance cover or benefit and the Underwriter will not pay any sum if doing so would mean that the Underwriter is in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable the Underwriter.

Complaints

The Underwriters aim is to ensure that all aspects of the Assured's insurance are dealt with promptly, efficiently and fairly. At all times the Underwriters are committed to providing the Assured with the highest standard of service.

If the Assured has any questions or concerns about their Policy or the handling of a claim the Assured should, in the first instance, contact their broker or the following:

Post: Complaints, MS Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.
Telephone: +44 (0) 20 7746 1300
Email: complaints@msamlin.com
Website: www.msamlin.com

If the Assured's complaint cannot be resolved within two weeks, or if the Assured has not received a response within two weeks they are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of the Assured's complaint and provide the Assured with a written final response. Lloyd's contact details are:

Post: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
Telephone: +44 (0) 20 7327 5693
Email: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If the Assured remains dissatisfied after Lloyd's has considered their complaint, or if the Assured have not received a written final response within eight weeks from the date their complaint was received, the Assured may be entitled to refer their complaint to the Financial Ombudsman Service who will independently consider their complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, Square, London E14 9SR
Telephone: Fixed: 0800 0234567 Mobile: 0300 1239123
Outside UK: +44 (0) 20 7964 0500



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

Alternatively, if the Assured have bought a product or service online they may have the right to register your complaint with the European Commission's on-line dispute resolution (ODR) platform. The ODR platform will redirect the Assured's complaint to the appropriate alternative dispute resolution body.

For further details visit <http://ec.europa.eu/odr>

- Please note:
- a) The Assured must refer their complaint to the Financial Ombudsman Service within six months of the date of Lloyd's final response.
 - b) To check if the Assured are an eligible complainant or if the Assured are unsure whether the Financial Ombudsman Service will look at the Assured's complaint please contact them directly for further information. The Assured is entitled to contact the Financial Ombudsman Service at any stage of their complaint. Their contact details are shown above.

The existence of this Complaints Procedure does not affect any right of legal action the Assured may have against MS Amlin Underwriting Limited.

Compensation (Financial Services Compensation Scheme)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. The Assured may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to the Assured under this Policy. If the Assured was entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website www.fscs.org.uk.

Privacy notice

The Assured's information has been, or will be, collected or received by MS Amlin plc. MS Amlin plc will manage personal data in accordance with data protection law and data protection principles. MS Amlin plc require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on www.msamlin.com/en/site-services/data-privacy-notice.html. A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email (dataprotectionofficer@msamlin.com) or at the below address:

Data Protection Officer, MS Amlin plc, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.



Corporate Combined Liability Policy Wording

Registration and regulatory information

MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918.

Choice of law and jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales unless, at the commencement of the Period of Insurance, the Assured's Business has its registered office or principal place of Business situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and the parties submit to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

The meaning, validity and effect of this policy will be interpreted in accordance with the law of England and Wales and the English or Welsh Courts will have exclusive jurisdiction in any dispute hereunder.

Rights of third parties

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

How to make a claim

If the Assured needs to make a claim or notify an incident which could give rise to a claim please contact the broker who arranged this insurance or contact the Underwriter on 01245 396677 or write to Amlin Liability Claims Dept., Amlin House, 90-96 Victoria Road, Chelmsford, CM1 1QU, quoting the Policy number.

Please also refer to the Claims Conditions section.

Things the Assured must do...

The Assured must comply with the following conditions. If they fail to do so, the Underwriter may not pay the claim, or any payment could be reduced. The Assured must:

1. notify the Underwriter in accordance with Claims Condition 1. 'Action by the Assured'.
2. provide any other information the Underwriter may reasonably require.
3. not admit liability in accordance with Claims Condition 1. 'Action by the Assured'.
4. take all reasonable care to limit any loss, damage or injury.

Corporate Combined Liability Policy Wording

DEFINITIONS

1 Assured

Assured shall mean

- the named Assured in the Schedule to this Policy
- legal or personal representatives of the Assured in respect of legal liability incurred by the Assured

Indemnity shall also be provided to the following parties but only at the request of the Assured

- any director or partner of the Assured other than any doctor surgeon consultant midwife or dentist while working in a professional capacity
- any Employee other than any doctor surgeon consultant midwife or dentist while working in a professional capacity
- lessors where such lessors are required in contract to be indemnified in respect of property plant or equipment leased to the Assured
- the officers members committee and voluntary helpers of the Assured's canteen and welfare organisations in their respective capacities as such
- the officers and members of the Assured's security rescue first aid fire and ambulance services in their respective capacities as such
- the officers members committee voluntary helpers and guests of the Assured's sports and social organisations in their respective capacities as such
- any director or partner or executive of the Assured in respect of private work undertaken by any Employee for a director partner or executive of the Assured other than any doctor surgeon consultant midwife or dentist while working in a professional capacity
- the officers or members of the Assured's medical organisation other than any doctor surgeon consultant midwife or dentist while working in a professional capacity

provided such parties requiring indemnity shall observe fulfil and be subject to the terms, conditions and exclusions of this Policy.

2 Employee

Employee shall mean

- any person under a contract of service or apprenticeship with the Assured
- any labour master or labour only sub-contractor or persons supplied by them whilst under the direct control and supervision of the Assured
- self employed persons engaged by the Assured
- persons engaged by the Assured under work experience training study or similar schemes
- any person hired to borrowed by or supplied to the Assured from any other employer
- persons on secondment to the Assured from the Assured's parent subsidiary or associated companies outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
- voluntary workers for the Assured
- outworkers and home workers for the Assured
- any prospective employee who is being assessed by the Assured as to his or her suitability for employment

Corporate Combined Liability Policy Wording

3 Business

Business shall mean the business of the Assured as advised to the Underwriter at the inception of the Policy and prior to any subsequent renewal which shall include

- engagement of subcontractors for performance of work on behalf of the Assured
- organisation of and participation in exhibitions trade fairs and conferences
- property owners lessors and lessees including repair refurbishment and maintenance of such property
- provision and management for the benefit of any Employee of canteen social sports welfare medical facilities fire first aid rescue and ambulance services
- provision for the benefit of any Employee of nursery crèche or baby care facilities
- private work undertaken by any Employee for any director or partner or executive of the Assured
- security organisations for the benefit of the Assured
- the organisation or sponsorship of charitable events or similar fund raising activities
- sponsorship of events organisations entities and individuals
- repair maintenance and servicing of own mechanically propelled vehicles
- sale or disposal of own property and goods including owned mechanically propelled vehicles
- provision of gifts and promotional material incidental to the Business

4 Injury

Injury shall mean

- bodily injury death disease illness which shall include mental anguish and or shock
- false arrest false detention false imprisonment wrongful eviction

5 Property Damage

Property Damage shall mean loss of or damage to material property

6 Products

Products shall mean goods or products (after they have ceased to be in the possession or under the control of the Assured) manufactured constructed repaired serviced treated sold supplied or distributed by the Assured including any container and instructions for use and including any structure constructed erected or installed or any contract works executed by or on behalf of the Assured in the course of the Business

Corporate Combined Liability Policy Wording

7 Deductible

Deductible shall mean the amount which the Assured agrees to pay before which the Underwriter shall be liable to make any payment under this Policy and such amount shall be inclusive of all costs and expenses as specified in clause 2 of Sections 1 2 and 3 and Extension 2

The full Limit of Indemnity as stated in the Policy Schedule will apply over and above the Deductible subject otherwise and always to the Policy terms conditions and exclusions stated herein

8 Occurrence

Occurrence shall mean an event including continuous or repeated injurious exposure to the same conditions during the Period of Insurance which result in Injury or Property Damage

9 Pollution

Pollution shall mean contamination the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water

10 Terrorism

Terrorism shall mean an act including but not limited to the use of force or violence and or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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

11 Airside Liability

Airside Liability shall mean liability in connection with the manoeuvring areas and aprons of an Airport as defined in the "Rules of the Air" made under the Air Navigation Order (SI 1970 No.954) or any similar Order or any amendment thereof and service roads which are directly associated therewith

12 Principal

Principal shall mean any party other than a director partner or Employee of the Assured with whom the Assured has entered into a contract in the course of the Business

13 Offshore

Offshore shall mean embarkation on to a vessel or aircraft (including helicopters) for conveyance to an offshore installation or support or accommodation vessel until disembarkation from the conveyance on to land upon return from the offshore installation or support or accommodation vessel

Corporate Combined Liability Policy Wording

14 Territorial Limits

Territorial Limits shall mean Great Britain Northern Ireland the Isle of Man the Channel Islands and any other country within the European Union

The Territorial Limits also include elsewhere in the world but only in respect of temporary visits to such territories by Employees of the Assured in the course of the Business

15. Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

16. Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

17. Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the Assured's property or not.

18. Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs

19 Good Samaritan Acts

Good Samaritan Act shall mean any treatment administered by the Assured within the accepted skills of the Assured at the scene of a medical emergency accident or disaster whether by chance or in response to a call for emergency assistance following a disaster

20 Medical Practitioner

Any doctor surgeon physician consultant midwife or dentist while working in a professional capacity

21 Pollution incident

Sudden, identifiable, unexpected and unintended Pollution that takes place in its entirety at a specific time and place during the Period of Insurance.



Corporate Combined Liability Policy Wording

22 Abuse

Abuse shall mean Injury caused by resulting from or in connection with or in any way relating to

- a) any act of hurting or injuring mentally or physically by maltreatment or ill use
- b) repeated or continuing contemptuous course or insulting words or behaviours
- c) any act of a sexual nature or for the purpose of obtaining sexual gratification including rape or molestation

whether such act is that of the Assured any director or partner of the Assured any Employee or any other person whatsoever

GDPR

GDPR shall mean the General Data Protection Regulation (EU) 2016/697 and any enabling data protection legislation

Underwriter(s)

The Underwriter or Underwriters shall mean Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited.



Corporate Combined Liability Policy Wording

SECTION 1 – PUBLIC LIABILITY

The Underwriter will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this Policy indemnify the Assured up to the Limit of Indemnity stated in the Schedule

- 1 for all sums that the Assured shall become legally liable to pay for damages in respect of
- a) Injury
 - b) Property Damage
 - c) nuisance trespass or interference with any easement right of air light water or way
- occurring during the Period of Insurance within the Territorial Limits in connection with the Business
- 2 against legal liability for claimants costs and expenses in connection with clause 1 of this Section 1

Provided that in respect of

- i) any one Occurrence
- ii) all incidents considered by the Underwriter to have occurred during any Period of Insurance in respect of Pollution

the following will apply

- A the total amount payable by the Underwriter in respect of clause 1 of this Section 1 (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
- B the total amount payable by the Underwriter in respect of clause 2 of this Section 1 and Extension 2 will be in addition to the Limit of Indemnity
- C Where the Underwriter are required to indemnify more than one party the total amount payable under clause 1 of this Section 1 shall not exceed the Limit of Indemnity For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will only be two parties to the contract of insurance namely the Underwriter and the first named Assured
- D in respect of any claims brought in the United States of America or its territories or its protectorates or Canada all costs and expenses specified in clause 2 of this Section 1 and Extension 2 are included within the Limit of Indemnity stated in the Schedule

Corporate Combined Liability Policy Wording

EXCLUSIONS – applicable to Section 1 Public Liability

The indemnity in Section 1 of this Policy will not apply to or include liability

1 arising from or out of the ownership possession or use by or on behalf of the Assured of any

a) mechanically propelled vehicle or mobile plant other than legal liability arising out of

- i) the use of plant as a tool of trade on site
- ii) the use of plant at the premises of the Assured
- iii) the loading or unloading of any vehicle
- iv) the unauthorised movement on the Assured's premises or contract site

provided that

- A indemnity is not provided by any motor insurance contract
or
- B compulsory motor insurance is not required by law
or
- C there is not more specific insurance applying

b) aircraft or aerospace device

c) hovercraft or hydrofoil

d) water-borne craft other than

- i) hand propelled or sailing craft in inland territorial waters
- ii) water-borne craft not owned by the Assured but used by the Assured for business entertainment
- iii) mechanically propelled water borne craft not exceeding 22 feet in length in inland or territorial waters

provided that there is not more specific insurance applying

2 for or arising from loss of or damage to any property which at the time of the Occurrence giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Assured other than

- a) Employees' directors' partners' guests' customers' clients' or visitors' personal effects including vehicles and their contents
- b) premises including fixtures fittings and contents not owned by or leased to or rented to the Assured where the Assured is undertaking work in connection with the Business
- c) premises and their fixtures fittings hired leased rented or lent to the Assured other than such loss or damage if liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement

Corporate Combined Liability Policy Wording

- d) any vehicle vessel craft container railway rolling stock including contents and accessories not owned by or leased to the Assured whilst in the care custody or control of the Assured for the purpose of or whilst being loaded or unloaded by the Assured
 - e) food or beverages for consumption on the premises of the Assured or at any other premises where the Assured is carrying on the Business
- 3 for Property Damage to that part of any property on which the Assured or any servant or agent of the Assured is or has been working
- 4 for breach of professional duty by reason of any negligent act or omission
- 5 arising from work performed Offshore unless advised to and agreed by the Underwriter prior to departure Offshore.



Corporate Combined Liability Policy Wording

SECTION 2 – PRODUCTS LIABILITY

The Underwriter will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this Policy indemnify the Assured up to the Limit of Indemnity stated in the Schedule

1 for all sums that the Assured shall become legally liable to pay for damages in respect of or consequent upon

- a) Injury
- b) Property Damage

occurring during the Period of Insurance and caused by Products

2 against legal liability for claimants costs and expenses in connection with clause 1 of this Section 2

Provided that in respect of

- i) all Occurrences during any Period of Insurance
- ii) incidents considered by the Underwriter to have occurred during any Period of Insurance in respect of Pollution

the following will apply:

A the total amount payable by the Underwriter in respect of Indemnity clause 1 of this Section 2 (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule

B the total amount payable by the Underwriter in respect of clause 2 of this Section 2 and Extension 2 arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Assureds having a claim under this Policy consequent on or attributable to that one source or original cause shall be payable in the addition to the appropriate Limit of Indemnity stated in the Schedule

C For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will only be two parties to the contract of insurance namely the Underwriter and the first named Assured

D in respect of any claims brought in the United States of America or its territories or its protectorates or Canada all costs and expenses specified in clause 2 of this Section 2 and Extension 2 are included within the Limit of Indemnity stated in the Schedule

EXCLUSIONS – applicable to Section 2 Products Liability

The indemnity in Section 2 of this Policy will not apply to or include liability

1 arising out of any Products or services directly affecting the integrity of the structure navigation or propulsion of any aircraft or aerospace device where



Corporate Combined Liability Policy Wording

such Products or services are knowingly supplied by the Assured for this purpose

- 2 in respect of recalling removing repairing replacing reinstating or the cost of a reduction in value of any Products arising as a result of any defect therein or the unsuitability thereof for its intended purpose
- 3 arising from or in connection with any Products where such legal liability has been accepted by agreement by or on behalf of the Assured except to the extent that such liability would have attached in the absence of such agreement
- 4 in respect of loss of or damage to any Products caused by any defect therein or the unsuitability thereof for its intended purpose.



Corporate Combined Liability Policy Wording

SECTION 3 – MEDICAL MALPRACTICE

The Underwriter will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this Policy indemnify the Assured up to the Limit of Indemnity stated in the Schedule

- 1 for all sums that the Assured shall become legally liable to pay for damages in respect of any claim first made and notified to the Underwriter during the Period of Insurance as a result of Injury occurring within the Territorial Limits in connection with the Business and caused by breach of professional duty by reason of any negligent act or omission or Good Samaritan Act other than by any Medical Practitioner
- 2 against legal liability for claimants costs and expenses in connection with clause 1 of this Section 3

Provided that in respect of any one event or series of events consequent upon or attributable to a common cause irrespective of the number of parties insured by this Policy having a claim under this Policy the following will apply

- A the total amount payable by the Underwriter in respect of clause 1 of this Section 3 (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity as shown in the Schedule
- B the total amount payable by the Underwriter in respect of clause 2 of this Section 3 and Extension 2 of this Section 3 will be included within the Limit of Indemnity
- C Where the Underwriter is required to indemnify more than one party the total amount payable under clause 1 of this Section 3 shall not exceed the Limit of Indemnity For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will only be two parties to the contract of insurance namely the Underwriter and the first named Assured
- D in respect of any claims brought in the United States of America or its territories or its protectorates or Canada all costs and expenses specified in clause 2 of this Section 3 and Extension 2 of this Section 3 are included within the Limit of Indemnity stated in the Schedule

It is hereby agreed that Exclusion 6 of GENERAL EXCLUSIONS APPLICABLE TO SECTIONS 1 2 AND 3 will not apply to claims and circumstances arising from Injury as a result of a war or radiation



Corporate Combined Liability Policy Wording

SECTION 3 EXCLUSIONS

The indemnity in Section 3 of this Policy will not apply to or include

1. any claim arising out of circumstances notified under any policy of insurance in force prior to the Period of Insurance
2. claims arising out of circumstances which may give rise to a claim of which the Assured was aware prior to the Period of Insurance
3. any claim or claimants costs and expenses arising directly from any negligent act or omission or event occurring wholly or in part before the Retroactive Date stated in the Schedule
4. liability accepted by agreement by or on behalf of the Assured except to the extent that such liability would have attached in the absence of such agreement
5. any claim or investigation arising directly or indirectly from the transmission of the Hepatitis virus (in all its variants) or any condition caused by or associated with the Human Immunodeficiency Virus (HIV) or the mutants derivatives or variants thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind however it may be named provided that this Exclusion shall not apply to the first GBP1,000,000 each and every claim subject to an aggregate of GBP2,500,000 during the Period of Insurance.

SECTION 3 CONDITIONS

The following are conditions of the insurance that the Assured needs to meet as their part of this contract. If they do not meet this condition and that either causes a claim or contributes to a claim, the Underwriter may reject that claim or payment in respect of that claim could be reduced. In some circumstances this policy may not be valid.

1. It is a Condition to the right of the Assured to be defended or indemnified under this Section that the Assured shall ensure and record throughout the Period of Insurance that
 - a) all Medical Practitioners maintain a licence approved by the relevant Government Medical and Health Department or other applicable licensing and registration body and
 - b) such Medical Practitioners maintain membership of a Medical Defence Organisation or local equivalent organisation in accordance with local legislation and that the category of such membership is applicable to all services offered or provided to the Assured or
 - c) are otherwise fully insured for breach of professional duty by reason of any negligent act or omission or Good Samaritan Act.

Corporate Combined Liability Policy Wording

GENERAL EXCLUSIONS

The Underwriters will not provide indemnity

- 1 for legal liability directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 2 in respect of the bodily injury death disease or illness to any Employee arising out of and in the course of employment by the Assured in connection with the Business.
- 3
 - a) for any legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.
 - b) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
4. for any legal liability which is assumed by the Assured under agreement unless liability would have arisen in the absence of that agreement.
5. for any legal liability caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
6. A)
for any loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion: or
 - a) corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
 - b) erasure or corruption of data processed by any computer or other equipment or component or system or item;whether the Assured's property or not, where the loss is caused by a Virus or Similar Mechanism, Phishing or Hacking or Denial of Service Attack;
B)
for any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to or arising from or occasioned by or resulting from a Virus or Similar Mechanism, Phishing or Hacking or Denial of Service Attack or misuse of any computer or other equipment or component or system or item whether or not resulting in:
 - a) actual or anticipated disclosure or publication of data including but not limited to privileged information or sensitive personal data;



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- b) actual or suspected theft of data including but not limited to privileged information and sensitive personal data.
- 7 for loss injury damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 8 for loss injury damage cost or expense 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 any act of Terrorism.
- 9 for any actual or alleged liability for any claim or claims in respect of loss or losses arising out of resulting from or in consequence of or in any way involving asbestos or any material containing asbestos in whatever form or quantity.
- 10 in respect of any claim judgement award payment of settlement made in any country or territory which operates under the laws of North America or any order made anywhere in the world to enforce such a judgement award or settlement either in whole or in part.
11. in respect of Pollution of buildings or other structures or water or land or the atmosphere unless the Pollution is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance anywhere in the world
- All Pollution which arises out of one incident shall be considered by the Underwriter for the purposes of this Policy to have occurred at the time such incident takes place.
12. for the costs of remedying any defect or alleged defect in premises disposed of by the Assured.
13. for any occurrence in respect of any Airside Liability.
14. arising as a result of any deliberate act of or deliberate omission by the Assured the consequences of which could reasonably have been expected by the Assured having regard to the nature and circumstance of such act or omission
15. in respect of Sections 1 and 2 only
- arising from or in connection with advice, design or specification provided solely for a fee other than with the intent of obtaining a contract for the future supply of Products whether or not such contract is obtained.

Corporate Combined Liability Policy Wording

EXTENSIONS APPLICABLE TO ALL SECTIONS

Subject otherwise to the terms Conditions and Exclusions of this Policy the Underwriter will provide indemnity in respect of the following Extensions

1 Cross Liabilities

If the Assured comprises more than one party the Underwriter will provide indemnity to each such Assured in the same manner and to the same extent as if a separate Policy had been issued to each provided that the cumulative total amount payable hereunder to all such Assureds shall not exceed the Limit of Indemnity

2 Additional Legal Costs

The Underwriter will subject to the terms Conditions Exclusions and Extensions contained in this Policy indemnify the Assured in respect of

- a) the Assureds costs of legal representation at
 - i) any coroners inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of indemnity under this Policy
- b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy incurred with the Underwriter's written consent

3 Defective Premises Act

The Underwriter will indemnify the Assured in respect of any liability which the Assured as previous owners may incur by virtue of the Defective Premises Act 1972 or the Defective Premises Measure (Northern Ireland) 1974 in connection with any premises which have been disposed of by the Assured and which prior to such disposal were occupied by the Assured in connection with the Business provided that the indemnity under this Extension shall not cover

- a) any liability for incidents happening prior to such disposal
- b) the cost of repairing, replacing or reinstating any defect giving rise to such liability or for the rectification of faulty workmanship
- c) any liability more specifically insured under any other insurance policy

4 Compensation for Court Attendance

In the event of any director or partner or Employee attending court as a witness at the request of the Underwriter in connection with a claim in respect of which the Assured is entitled to indemnity under this policy the Underwriter shall provide compensation to the Assured at the following rates per day for each day on which attendance is required

- a) Any director or partner of the Assured GBP500
- b) Any other Employee GBP250

Corporate Combined Liability Policy Wording

5 Contingent Motor Liability

Notwithstanding Exclusion 1 a) of Section 1 the Underwriter will indemnify the Assured against legal liability for accidental death or accidental Injury to any person and or accidental Property Damage arising out of the use in the course of the Business of any mechanically propelled vehicle not the property of nor provided by the Assured provided that this indemnity will not apply to legal liability

- a) in respect of loss of or damage to such vehicle or to property conveyed therein
- b) arising whilst such vehicle is being driven by the Assured or any Employee
- c) in respect of which the Assured is entitled to indemnity under any other insurance
- d) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- e) for which the Assured is obliged to affect insurance by virtue of compulsory insurance as is required by the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent amending legislation

6 Overseas Personal Liability

The Underwriter will provide indemnity to the Assured and if the Assured so requests any Employee or director or partner of the Assured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business provided that this indemnity will not apply

- a) to legal liability arising out of the ownership or occupation of land or buildings
- b) where indemnity is provided by any other insurance policy

7 Member to Member Liability

In respect of the Assureds canteen sports social and welfare activities and the activities of any sports or social club associated with the Assured it is agreed that if any claim arising out of such activities is made upon any member of the Assured by any other such member or other person and the claim is such that if made upon the Assured the Assured would be entitled to indemnity under this Policy the Underwriter will subject to the terms and Conditions and Exclusions of this Policy indemnify the said member in respect of such claim For the purposes of this indemnity guests and voluntary helpers shall be deemed to be members

Provided that

- a) such member is not entitled to indemnity under any other policy or policies
- b) such member shall as though he were the Assured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy



Corporate Combined Liability Policy Wording

8 Indemnity to Principals

To the extent that any contract or agreement entered into by the Assured with any Principal so requires the Underwriter will subject to the Limit of Indemnity stated in the Schedule

- a) indemnify the Assured against liability assumed by the Assured
- b) indemnify the Principal in like manner to the Assured in respect of the liability of the Principal

arising out of the performance by the Assured of such contract or agreement

Provided that

- i) the conduct and control of claims is vested in the Underwriter
- ii) the Principal shall observe fulfil and be subject to the terms Exclusions Conditions and Endorsements of this Policy
- iii) indemnity under this Extension 8 shall not apply to liability in respect of liquidated damages or to liability under any penalty clause

Indemnity to any Principal shall only apply in respect of liability for which the Assured named in the Schedule would have been entitled to indemnity herein if the claim had been made directly against the Assured

For purposes of this Extension the term Principal shall include but shall not be limited to any partner co-venturer subsidiary or affiliated or parent company to the Principal but only to the extent that the contract between the Principal and the Assured requires these additional parties to be indemnified in a like manner to the Assured

9 Obstructing Vehicles

In the event of a mechanically propelled vehicle causing an obstruction to the extent of interfering with the carrying out of the Assureds Business then not withstanding Exclusion 1 a) of Section 1 the Underwriter will indemnify the Assured in respect of legal liability for Injury or Property Damage arising from the movement of such vehicle by the Assured

Provided that

- a) such movement shall be limited to the minimum necessary to clear the obstruction
- b) this Extension shall not apply where an indemnity is provided by any motor insurance contract or where compulsory motor insurance is required by law or where there is more specific insurance policy applying

Corporate Combined Liability Policy Wording

10 Contractual Liability

The Indemnity provided by this Policy is extended to indemnify the Assured in respect of their legal liability arising under contract for damages for Injury and Property Damage

Provided that:

- a) the Underwriters will not be liable for any liability assumed by the Assured under any express warranty guarantee hold harmless agreement indemnity clause or the like unless such liability would have attached in the absence of such agreement
- b) where a claim is an alleged breach of contract the Underwriters will not reduce their liability by the mere fact that contributory negligence is not available as a defence.

The Underwriters have noted under this Policy the terms of the contract between the Assured and the National Health Authority in respect of PET/CT Services in The North of England. Details of such contract have been declared to and noted by the Underwriters. The Limit of Indemnity in respect of this contract is as stated in the Schedule.

11 Automatic Acquisitions

The Business shall include all acquisitions including premises acquired established or created during the Period of Insurance by the Assured but only to the extent that:

- a) the terms and conditions of this Policy are broader than the terms and conditions of any other insurance in respect of claims made which are not recoverable under such insurance
- b) the Limit of Indemnity under this Policy exceeds the amount of indemnity payable under any other insurance

Provided that:

- i) The Assured will notify the Underwriters in writing as soon as practicable of any acquisition
- ii) The Underwriters at their discretion may establish a separate rate or premium in respect of any such acquisitions
- iii) Automatic cover for acquisitions will apply where the gross turnover does not exceed 5% of the Assured's gross turnover in the country where the acquisition is made for the last completed financial year and there will be no adjustment to premium. All other acquisitions to be declared to the Underwriters within 60 days
- iv) This Extension shall not apply to acquisitions representing a material change to the nature of the Business.

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12 RAF Lakenheath Contract Extension

Notwithstanding anything contained herein to the contrary the Business shall include activities performed by the Assured at RAF Lakenheath which for the purpose of this Extension are defined as the weekly provision of MRI facilities and operating personal on RAF Lakenheath premises

- a) any claim shall be subject to the Deductible applicable to the United Kingdom
- b) the following Exclusions shall not apply
 - i) Exclusion v) of Extension 17
 - ii) Exclusion 9) B) of Extension 25
 - iii) General Exclusion 10
- c) a Retroactive Date of the 1st April 2011 will apply in substitution of any Retroactive date stated within the Policy
- d) the Limits of Indemnity stated within the Schedule shall be inclusive of all Legal Costs in respect of any claim arising under this Extension
- e) indemnity will not apply
 - i) to legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere
 - ii) legal liability for aggravated exemplary or punitive damages
- f) Underwriters (with all reasonable endeavours) shall give 30 days written notice of cancellation or material change affecting the interest of the government of the United States of America to the contracting officer as provided to Underwriters
- g) in respect of this Extension 12 the Territorial Limits shall be restated as anywhere in the world

13 Legionellosis

This policy extends to include the Assured's legal liability in respect of Injury to any person other than an Employee arising out of the release of legionella bacteria happening in connection with the Business

Provided that:

- a) any claim for damages, costs and expenses or;
- b) any notification of any circumstance which;
 - i) has caused or is alleged to have caused Injury or;
 - ii) can be reasonably expected to give rise to a claim which may be the subject of an indemnity provided by this extension
- c) is first made in writing to the Assured during the Period of Insurance and is notified to the Underwriters during the same Period of Insurance or within 30 days after the expiry of the same Period of Insurance; and the Assured takes all reasonable precautions to comply with the Health and Safety Commission approved Code of Practice and Guidance entitled Legionnaires Disease The Control of Legionella Bacteria in Water Systems L82000 or any subsequent Health and Safety Commission publication; and
- d) this extension will not apply to claims first made against the Assured by reason of Injury arising out of the release of legionella bacteria committed



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or alleged to have been committed prior to the Retroactive Date stated in the Schedule

The total amount payable by Underwriters in respect of damages under this extension shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate during the Period of Insurance such Limit of Indemnity shall be inclusive of all costs and expenses

14 Vendors Liability

At the request of the Assured the Underwriter will indemnify the entity to whom the Products are first supplied/distributed to and no other entity (the "Vendor") but only with respect to legal liability for Injury or Property Damage arising out of the sale or distribution of Products but this Extension shall not apply to liability arising from or to:

- a) any express warranty unauthorised by the Assured;
- b) any physical or chemical change in the form of the Product made intentionally by the Vendor;
- c) repacking unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the Assured and then repacked in the original container;
- d) demonstration, installation, servicing or repair operations except demonstration performed at the Vendor's premises in connection with the sale of the Product;
- e) Products which after distribution or sale by the Assured have been labelled or re-labelled or used as a container part or ingredient of any other thing or substance by or for the Vendor; or
- f) any person or organisation from whom the Assured has acquired such Products or ingredient, parts or containers accompanying or containing such Products.

If the Vendor has not complied with the terms of this Policy as if the Vendor were the Assured, then the Underwriters can refuse to pay the relevant claim.

15 Advertising Liability

The Underwriters will indemnify the Assured in respect of unintended and unexpected:

- a) libel, slander, plagiarism or defamation;
- b) infringement of copyright, title, slogan or other intellectual property rights;
- c) piracy, unfair competition or idea misappropriation under an implied contract; and/or
- d) any invasion of the rights of privacy

committed or alleged to have been committed in any publication, advertisement, publicity, article, internet web site activity, broadcast or telecast arising from the Assured's advertising activities of the Assured's Products, goods or services, but the Underwriter will not be liable for:

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- i) the failure of performance of a contract other than unauthorised appropriation of ideas based upon breach or alleged breach of the contract;
- ii) infringement of trademark, service mark or trade name other than titles or slogans used in connection with goods, Products or services sold offered for sale or advertised by the Assured;
- iii) incorrect description or mistake in the advertised price of goods, Products or services sold or offered for sale by the Assured;
- iv) the failure of goods, Products or services to conform with advertised quality performance or standards; and/or
- v) actions or judgements brought in the United States of America or made or incurred within countries which operate under the laws of the United States of America (or to any order made anywhere in the world to enforce such judgment, award, payment, costs and expenses or settlement either in whole or in part)

16. Excess Automobile Liability

Notwithstanding Exclusion 1 to Section 1 of this Policy, the Underwriter will indemnify the Assured and no other party or parties in the terms of this Policy, in respect of liability arising out of the ownership, possession or use by or on behalf of the Assured of any motor vehicle in connection with the Business. This coverage only operates in excess of the amount payable under a primary motor insurance policy.

Provided that

- a) valid and collectable primary motor insurance policies are maintained in force, during the Period of Insurance, in respect of all such vehicles whilst being used in circumstances where the Assured is obliged to arrange insurance or security by law;
- b) the limit of indemnity under such primary motor insurance policies shall be not less than
 - i) USD5,000,000 any one Occurrence in the United States of America and its territories and possessions or Canada and
 - ii) GBP500,000 any one Occurrence in all other territories or compulsory limits required by local law, if greater;
- c) the Assured shall not be liable for Property Damage to such vehicle or its contents;
- d) the indemnity afforded by this Extension shall be limited to the scope of cover granted by the local policy subject to sub paragraph c) above and shall not apply
 - i) to any Deductible applicable thereto and
 - ii) unless and until the insurers of the local policy have paid or have been held liable to pay the full amount of their limit of indemnity.



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17. Joint Ventures

This Policy extends to indemnify the Assured in respect of their interest in any Joint Venture

Provided that

- a) such Joint Venture has a main business description similar to that of the Assured
- b) the Assured shall notify the Underwriters in writing as soon as practicable of such Joint Venture and the Underwriters shall have the right to accept or deny cover at the time of such notification and to establish a separate rate and premium for any such cover
- c) this Policy shall only apply to any claim which by virtue of limitations in cover is not recoverable under any other valid policy applicable to such Joint Venture but which would not be excluded by the terms of this Policy
- d) the liability of the Underwriters in respect of any claim under this Policy shall be limited to the product of
 - (i) the amount of such claim; and
 - (ii) the percentage interest of the Assured in such Joint Venture

subject to the Limits of Indemnity

Where the percentage interest is not stated in writing the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture

Such percentage shall not be increased by the insolvency of others interested in such Joint Venture.

18 Sudden and Accidental Pollution

Notwithstanding the provisions of Exclusion 11) to GENERAL EXCLUSIONS the Underwriter will indemnify the Assured against liability in respect of both Injury to any person and Property Damage caused solely by a Pollution Incident.

Provided that:

- a) all Pollution, which arises out of any one incident, shall be deemed to have occurred at the time such incident takes place; and
- b) the Underwriter shall not indemnify the Assured under this extension against any liability in respect of pollution happening anywhere in United States of America or Canada or any territory within their jurisdictions.

In addition the Underwriter will indemnify the Assured against liability for remediation costs.

However, the indemnity provided for remediation costs shall not:

- a) include remediation costs in or on any site, watercourse or body of water owned, leased or rented by the Assured; or
- b) include the cost of reinstatement or reintroduction of flora or fauna; or

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- c) override any provisos already applying to this extension; or
- d) cover the costs incurred by the Assured or for which they become legally liable to pay, in order to curtail or minimise Pollution once it has occurred, except that this extension shall indemnify the Assured in respect of which the Assured is legally liable in accordance with the requirements of the Environmental Damage (Prevention and Remediation) Regulations 2009 or any superseding or replacing legislation or regulation.

The limit under this Extension 18 is the limit stated in the Schedule but shall be in the aggregate during any period of insurance and nothing in this extension shall increase the liability of the Underwriter to pay any amount in excess of this limit.

19. Abuse Extension

The insurance provided by this Extension is on a claims made basis with all costs and expenses of the claimant and the costs and expenses (incurred with the Underwriter's written consent) of the Assured included within the Limit of Indemnity

The Underwriter will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this Policy indemnify the Assured up to the Limit of Indemnity stated in the Schedule in respect of any claim for Abuse first intimated to or made against the Assured

- a) during the Period of Insurance; and
- b) which concerns Abuse happening after and not before the Retroactive Date stated in the Schedule

EXCLUSIONS APPLICABLE TO THIS EXTENSION

- i) no cover is provided if the Assured has perpetrated or instigated or connived at the Abuse which is the subject of the claim
- ii) the indemnity provided under this Extension excludes any and all claims against the Assured where the perpetrator of the Abuse was an Employee whom the Assured knew or ought upon reasonable enquiry to have known had committed or been cautioned for or been convicted of Abuse

The Limit of Indemnity under this Extension is the maximum aggregate amount the Underwriter will pay in respect of any one claim or all claims for indemnity under this Extension during any one Period of Insurance and this amount shall not be increased because more than one claim is made against the Assured or more than one Assured is covered by this Extension

For the purposes of this Extension

- 1 all claims in respect of Abuse perpetrated by one person shall be deemed to have been made in the Period of Insurance in which the first claim was made in respect of that person
- 2 all claims made by an individual or groups of individuals together in respect of any incident(s) of Abuse which may have taken place after the



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Retroactive Date shall be regarded as a single claim which will be deemed to have been made in the Period of Insurance in which the first claim was made by such individual or groups of individuals

The following are conditions of the insurance that the Assured needs to meet as their part of this contract. If they do not meet this condition and that either causes a claim or contributes to a claim, the Underwriter may reject that claim or payment in respect of that claim could be reduced. In some circumstances this policy may not be valid.

It is a condition that the Assured complies with all statutory and regulatory requirements in force from time to time relating to the employment of persons working with children both at the commencement of employment and thereafter as currently embodied in the Children's Act 1989, the Protection of Children Act 1999 the Children (Protection from Offenders)(Miscellaneous Amendments) Regulations 1997 and the Children(Protection from Offenders)(Amendment) Regulations 1999 and any amending or subsequent legislation.

20 Professional Indemnity

The insurance provided by this Extension is on a claims made basis with all costs and expenses of the claimant and the costs and expenses (incurred with the Underwriter's written consent) of the Assured included within the Limit of Indemnity

The Underwriter will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this Policy indemnify the Assured up to the Limit of Indemnity stated in the Schedule in respect of any claim for

- a) breach of professional duty by reason of any neglect error or omission occurring or committed in good faith by
 - i) the Assured
 - ii) any Employee
- b) Costs
The Underwriters will pay all other costs and expenses which are incurred by the Underwriters or by the Assured with the Underwriters' written consent in connection with any claim made against the Assured and notified under this Extension which shall be deemed to be included within the limit of indemnity

which is made during the Period of Insurance and arises from a breach of professional duty happening after and not before the Retroactive Date stated in the Schedule.

Exclusions

The Underwriters shall not be liable in respect of

- 1 the Deductible as stated in the Schedule
- 2 any liability arising out of Injury to an Employee arising out of and in the course of his employment for or on behalf of the Assured

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- 3 any liability arising out of Injury to any other person or Property Damage unless arising out of advice design specification or omission to perform a professional duty
- 4 any claim arising from the provision of advice design or specification where the Assured contracts to
 - A) manufacture construct erect or install or
 - B) supply materials or equipment
- 5 any claim arising from an agreement by the Assured to pay penalties or liquidated damages in so far as liability under each agreement exceeds the amount of the Assured's liability in the absence of such agreement
- 6 any claim arising from any breach of any obligation owed by the Assured as employer to any Employee or former employee
- 7 the consequence of any circumstance
 - A) notified under any policy which was in force prior to the inception of this insurance or
 - B) known to the Assured at the inception of this insurance which might reasonably be expected to produce a claim
- 8
 - A) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - B) loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 9
 - A) any claim made or action instituted against the Assured outside the United Kingdom of Great Britain and Northern Ireland or the Isle of Man the Channel Islands or any country of the European Union
 - B) the enforcement upholding or registration against the Assured by any arbitrator tribunal or court outside the United States of America its Territories and Possessions or Canada of any damages or other monetary awards judgements or negotiated settlements claimant's costs and expenses and other costs and expenses connected with the Assured before any arbitrator tribunal or court of the United States of America its Territories and Possessions or Canada
- 10 any claim arising out of or in connection with any trading losses or trading liabilities incurred by any business managed by or carried on by the Assured

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- 11 any claim based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind
- 12 any claim in regard of Medical Malpractice

Additional Coverage under this Extension

Defence Costs/Inquiry Costs

This Professional Indemnity Extension shall apply in respect of costs incurred by the Assured (with the Underwriter's written consent) for legal representation at a Public Enquiry or Royal Commission in the United Kingdom or Ireland provided that the Limit of Indemnity in respect of this Extension is GBP 250,000 any one claim and in the aggregate during the Period of Insurance.

Awards by Ombudsman

The Underwriters will indemnify the Assured in accordance with any final and binding award of any ombudsman under any recognised scheme up to a maximum of GBP100,000 in the aggregate during the Period of Insurance in respect of:

- a) any amount paid or payable pursuant to such final binding award or
- b) any costs and expenses incurred in taking any steps which the Assured is directed to take by the ombudsman in relation to a claimant provided that the Claim giving rise to the award of the ombudsman was first made against the Assured and notified to the Underwriter during the Period of Insurance and arose in connection with the conduct of the Business.

Loss or damage to documents

The Underwriter will in the event of loss of or damage to Documents occurring in the conduct of the Business and advised to the Underwriter during the Period of Insurance indemnify the Assured in respect of all costs and expenses reasonably incurred by the Assured in replacing or restoring Documents up to a maximum of GBP 250,000 any once claim and GBP 500,000 in aggregate during the Period of Insurance

Provided that:

- a) such loss or damage is sustained while the Documents are either in transit or in the custody of the Assured or of any person to whom the Assured has entrusted them
- b) where the Documents are in electronic format and the Assured can demonstrate to the reasonable satisfaction of the Underwriter that the Assured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- c) the Underwriter shall not be liable for loss of or damage to Documents arising directly or indirectly from:
 - 1) the transmission or impact of any Virus
 - 2) unauthorised access to a System

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Dishonesty of employees

The liability of the Insurer shall not exceed GBP 1,000,000 in aggregate during the Period of Insurance in respect of any claim arising out of dishonesty of employees or breach of confidentiality

For the purposes of this Extension the following Definitions shall apply

1 Deductible

the amount for which the Assured is responsible in respect of any one claim made against the Assured for damages and all costs and expenses

All claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim

2 Agent

any person or firm including sub-consultants directly appointed by the Assured to act on their behalf

21. Indemnity to the Assured

The Underwriter will subject otherwise to the terms Conditions Extensions Exclusions and Endorsements contained in this Policy extend the indemnity provided to the Assured by Section 3 of the Policy subject to the Deductible and up to a Limit of Indemnity as stated in the Schedule for all sums that the Assured shall become legally liable to pay for damages in respect of Injury occurring within the Territorial Limits in connection with the Business and caused by a Medical Practitioners breach of professional duty by reason of any negligent act or omission or Good Samaritan Act

22. Data Protection Regulation

This Extension operates on a claims-made basis.

Subject to the exclusions, conditions and definitions of this Policy, Underwriters will indemnify the Assured, and at the Assured's request, any of their directors, partners or Employees, against legal liability to pay compensation and costs and expenses in respect of claims first made against the Assured during the Period of Insurance and arising in the course of the Business for:

- a) damage or distress as described in Section 13 of the Data Protection Act 1998; or
- b) damage or distress as described in Sections 168 and 169 of the Data Protection Act 2018; or
- c) material or non-material damage as described in Article 82 of the GDPR.



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Limit of indemnity

The liability of the Underwriter for all amounts payable under Extension 22 relating to any claimant or number of claimants in respect of an Occurrence shall not exceed the Limit of Indemnity stated in the Schedule

Exclusions

The Underwriter will not indemnify the Assured in respect of:

1. the costs of replacing, reinstating, rectifying or erasing any data.
2. liability arising from or caused by a deliberate wrongful act or deliberate wrongful omission of any person eligible for an indemnity under this General Extension.
3. liability arising from or caused by any act or omission which of which the Assured were aware, or upon reasonable enquiry should have been aware, before the start of this General Extension.
4. the costs and expenses of legal representation:
 - a) in the defence of any criminal proceedings brought against the Assured;
 - b) in an appeal against conviction resulting from a prosecution;arising out of any actual or alleged breach of data protection legislation or regulation.

Conditions

The Assured must comply with the following conditions. If the Assured fails to do so, the Underwriter may not pay a claim, or any payment may be reduced.

The Assured must:

1. give notice in writing to the Underwriter as soon as reasonably practicable and in any event within the Period of Insurance or 30 days of the expiry date of the Period of Insurance of any circumstance arising during the Period of Insurance which may give rise to a claim under this General Extension. Any claims arising out of circumstances notified in accordance with this condition 1 shall be deemed to have been first made against the Assured during the Period of Insurance.
2. comply with the Claims Conditions Section of this policy.

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PROSECUTION DEFENCE COSTS

Definitions

Applicable Legislation

- Health and Safety at Work etc Act 1974;
- Corporate Manslaughter and Corporate Homicide Act 2007;
- Health and Safety Inquiries (Procedure) Regulations 1975;

or similar legislation in Great Britain Northern Ireland the Isle of Man the Channel Islands.

Assured Is limited to the Assured stated in the schedule.

The Underwriter will indemnify the Assured against:

- a) legal costs and expenses incurred with the Underwriters written consent;
 - i) in the defence of any criminal proceedings brought against the Assured in respect of an alleged offence under or breach of any Applicable Legislation;
 - ii) in an appeal against a conviction arising from the above criminal proceedings; provided that the offence or breach was, or is alleged to have been, committed within Great Britain Northern Ireland the Isle of Man the Channel Islands during the Period of Insurance in the course of the Business;
- b) any prosecution costs awarded against the Assured arising from those proceedings stated in paragraph a) above;
- c) costs and expenses, incurred with the Underwriters written consent, of the Assured's legal representation at an inquiry or inquest provided that:
 - i) the inquiry or inquest is ordered under any Applicable Legislation; and
 - ii) the incident giving rise to the inquiry or inquest occurred within Great Britain Northern Ireland the Isle of Man the Channel Islands during the Period of Insurance in the course of the Business.

Each of these proceedings or inquiry or inquest must result from any matter which is the subject of indemnity under a Section of this Policy that is stated to be applicable or covered in the schedule.

For the purpose of this Extension:

1. the Underwriters total liability will not exceed:
 - a. 1,000,000 GBP in total for legal costs and expenses incurred with the Underwriters written consent in respect of sub-paragraphs a) and c) above;inclusive of
 - b. up to 100,000 GBP in total for all prosecution costs awarded against the Assured in respect of sub-paragraph b) above;all of which is payable in addition to the limit(s) of indemnity specified in the schedule, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the Period of Insurance.
2. amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where the Underwriter have a financial interest in the outcome of the proceedings.

Corporate Combined Liability Policy Wording

Conditions

1. The Underwriter will refer claims under this Extension to one of their panel of expert legal advisors, but the Assured can appoint their own legal representative should they wish.
2. If the Assured elects to appoint their own legal representative the indemnity under this Extension will be payable for their services on the basis of the Underwriters standard terms of appointment for legal representation or other reasonable terms of appointment to which the Underwriter agrees, such agreement not to be unreasonably withheld.
3. The Underwriters are entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry which is the subject of a claim under this Extension and the Assured is considered to have provided consent for the Underwriter or their appointed agent to have sight of the file for auditing, quality and cost control purposes.
4. At any time the Underwriter may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then the Underwriter will advise the Assured of that opinion. Should the Assured elect to continue with a "not guilty" plea then;
 - A. The Underwriter will withdraw their support for the defence and be under no further obligation to indemnify the Assured against any costs incurred from the date of the Assured's refusal to accept that opinion; unless
 - B. The Assured obtain an independent barrister's opinion at their own expense which contradicts the opinion that the Underwriter have obtained; in which case
 - C. The Underwriter will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at our expense, as to the prospects of success in defending the prosecution.

If the opinion of the Queen's Counsel agrees with the Assured's Barrister's opinion then the underwriter will continue to support the Assured's defence, but if it does not the Underwriter will withdraw their support for the Assured's defence and be under no further obligation to indemnify the Assured against any costs incurred from the date of the Queen's Counsel final opinion.

This does not affect the Assured's rights under the Arbitration Claims Condition.

In the event that the Assured is dissatisfied with service provided by the appointed legal representative:

- i) during the proceedings the Assured should raise this with them in the first instance. If the Assured remain dissatisfied and they;
 - a) are a member of the Underwriters panel the Assured can complain to the Underwriter by following the complaints procedure;
 - b) Were the Assured's own appointment the Assured could elect to replace them, but they must understand that;
 - this could prolong the court case;
 - whilst the consequences could be to your advantage they might be to your disadvantage;
 - this is likely to incur increased costs for which the Underwriter would only indemnify the Assured if they have made the underwriter aware of their

Corporate Combined Liability Policy Wording

dissatisfaction and if the Underwriter has given their written consent to replacement before it happens.

Nothing in this sub-paragraph 4.i) b) removes or diminishes any other provision of this Extension.

- ii) after the proceedings have been concluded and a verdict handed down and they;
 - a) are a member of the Underwriters panel the Assured may complain to the Underwriter by following the complaints procedure under the Important Information section;
 - b) Were the Assured's own appointment the Assured can complain to them and if the Assured remain dissatisfied you can refer your complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email contactcentre@sra.org.uk.

Exclusions

The Underwriter will not indemnify the Assured:

- i) against liability for fines or penalties of any kind;
- ii) against liability, or for costs and expenses in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an indemnity under this Extension if the result could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of that act or omission;
- iii) against liability for costs and expenses in defending a prosecution where indemnity is provided by any other insurance.

GENERAL CONDITIONS

The following are conditions of the insurance that the Assured needs to meet as their part of this contract. If they do not meet this condition and that either causes a claim or contributes to a claim, the Underwriter may reject that claim or payment in respect of that claim could be reduced. In some circumstances this policy may not be valid.

1. Adjustments

Where the premium is provisionally based on the Assured's estimates the Assured shall keep accurate records and no later than 3 months after expiry of the Period of Insurance declare such details as the Underwriters require. The premium shall then be adjusted and any difference paid by or allowed to the Assured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees the required declaration shall also include remuneration to persons by the Assured to perform a contract constituting the provision of labour only

2. Alteration

This policy shall be terminated with immediate effect, if after commencement of this insurance:

- a) the Assured's business be wound up or carried on by a liquidator, receiver or administrator or permanently discontinued; or
- b) the Assured's interest ceases otherwise than by death; or
- c) any alteration be made either in the Assured's Business or any other circumstances whereby any risk under this policy is increased,

unless agreed by the Underwriter in writing and subject to the payment of any additional premium the Underwriter may require and / or any additional terms, provisions, conditions and endorsements that the Underwriter may impose or require.

3. Cancellation

This Policy may be cancelled:

- a) by the Underwriter:
 - i) immediately (subject to the requirements of the Consumer Credit Act if applicable), if the Assured has applied to pay the Premium by instalments and an instalment is not received by any due date as set out in the Premium Instalment Agreement signed by the Assured; in these circumstances the Assured's credit agreement will also be cancelled immediately.
 - ii) in the event of non-payment of Premium, by sending 10 (ten) days written notice by recorded delivery to the last known address of the Assured.
 - iii) for any other reason, by sending 30 (thirty) days' written notice by recorded delivery to the last known address of the Assured.

In circumstance iii) above, the Assured shall be entitled to a rebate equal to the proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance.

b) by the Assured:

The Assured has have a statutory right to cancel their policy within 14 days from the day of purchase or renewal of the contract or the day on which they receive their policy or the renewal documentation, whichever is the later.

If the Assured wishes to cancel and the insurance cover has not yet began, the Assured will be entitled to a full refund of the premium paid. Alternatively, if you wish to cancel and the insurance cover has already started, provided you have not made a claim, the Assured will be entitled to a refund of the premium paid, less a proportional deduction for the time the Underwriter has provided cover.

If the Assured does not exercise their right to cancel their policy, it will continue in force and the Assured will be required to pay the premium.

For cancellation outside of this statutory cooling off period the Assured can cancel this insurance at any time by telephoning or by writing (by e-mail or letter) to the Assureds broker.

If this insurance is cancelled outside the statutory cooling off period, provided the Assured have not made a claim and there hasn't been an event that could give rise to a claim, the Assured will be entitled to a refund of any premium paid, less a deduction for any time for which the Assured has been covered. This will be calculated on a proportional basis. For example, if the Assured has been covered for 6 months, the deduction for the time the Assured has been covered will be half the annual premium.

If the Underwriter pays any claim, in whole or in part, then no refund of premium will be allowed.

Provided that any return of premium under a) or b) above is subject to:

- a. the application of any Minimum Premium stated in the schedule; and
- b. no claim having been made during the Period of Insurance; and
- c. written confirmation from the Assured that there are no known circumstances likely to give rise to a claim.

c) Cancellation – instalment payments

If the premium is paid by direct debit and there is any default in payment, the Underwriter will contact the Assured to request payment by a given date. If payment is still not received by this date, the Underwriter may then cancel this insurance. No refund or credit of premium will be due when cancellation takes place in these circumstances.

4) Duty of Fair Presentation

By entering into this insurance contract, the Underwriter accepts that the Assured has made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

5) Information provided by the Assured

In deciding to accept this insurance and in setting the terms and premium, the Underwriter has relied on the information the Assured has given them. Please refer to "How to amend this insurance" below.

The Assured must take care when answering any questions the Underwriter asks by ensuring that all information provided is accurate and complete.

At the commencement of the Period of Insurance or at the subsequent renewal of the Policy the Assured must disclose every material circumstance the Assured knows or ought to know, and provide a fair presentation of the information required to enable the underwriter to assess their insurance risk.

Information is material if it could:

- a. affect the Underwriter's assessment of the risk; or
- b. it could mean that the Underwriter may need to change the terms or premium or both; or
- c. mean that the Underwriter may not be able to cover that aspect of risk; or
- d. mean that the Underwriter may no longer be able to provide the Assured with insurance cover.

The Assured must notify the Underwriter as soon as is reasonably practicable of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this Policy. For example, the Underwriter would need the Assured to notify them:

- if the Assured changes or expand their Business activities stated in the schedule;
- if the Assured purchases a company, whether in its entirety or a part interest, and want or intend the activities of that company to be covered under this Policy.

These are just some examples and there may be other circumstances the Underwriter would want the Assured to tell them about. If the Assured is in any doubt, they should contact their broker directly as failure to notify the Underwriter of any changes could lead to this Policy being cancelled, or a claim rejected or not fully paid.

In addition the Assured must notify the Underwriter of any alteration to the information provided, at inception, at renewal, or occurring during the Period of Insurance.

If the Assured is unsure as to whether or not certain facts should be disclosed they should contact their broker.

If the Assured does not disclose all information their insurance may not cover them fully, or at all.

6) How to amend this insurance

If the Assured becomes aware that information they have given to Underwriters is inaccurate, they must inform their broker as soon as reasonably practicable. If the Assured needs to change the information they have given the Underwriter because a mistake has been made or if that information changes at any time they should contact their broker as soon as reasonably practicable on becoming aware of that mistake or change.

REMEMBER - failure to notify the Underwriter of changes may affect any claim the Assured makes.

When the Assured makes a change to their Policy or tells the Underwriter about a change to the information the Assured has given the underwriter, the Underwriter or the broker will write to the Assured if the Underwriter:

- needs to amend the terms of this insurance; or
- require the Assured to pay more for this insurance.

7) **Language**

The language of this Policy and any communication throughout the duration of the Period of Insurance will be English.

8) **Reasonable Precautions**

The Assured will:

- a) take reasonable precautions to:
 - i) prevent any circumstances or to cease any activity which may give rise to liability under this policy; and
 - ii) maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition; and
- b) as soon as possible after discovery, cause any defect or danger in respect of products, buildings, fittings, furnishings, plant, or machinery to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

9) **Remedies following a breach of duty of fair presentation**

(1) **Before this policy was entered into**

If the Assured has breached their duty to make a fair presentation of the risk to the Underwriter before this policy was entered into, then:

- a) where the breach was deliberate or reckless, the Underwriter may avoid this policy and refuse all claims and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
 - i) *The Underwriter would not have agreed to provide cover under this Policy on any terms:*
The Underwriter may avoid this policy and refuse all claims, but will return any premiums paid;
 - ii) *The Underwriter would have agreed to provide cover under this Policy but on different terms (other than premium terms):*
The Underwriter may require that this policy includes those different terms with effect from its start; and/or
 - iii) *The Underwriter would have agreed to provide cover under this **Policy** but would have charged a higher premium:*
 - a. if the discovery of the breach arose because of a claim, at the Assured's option:

- i. the Underwriter will reduce proportionately the amount paid on a claim. The Underwriter will pay only X% of what they would otherwise have been required to pay, where $X = \text{premium actually charged} \div \text{the higher premium that would have been charged} \times 100$; or
 - ii. The Underwriter will pay the claim in full provided that the Assured pays to the Underwriter the additional premium that the Underwriter would have charged, but for the Assured's breach of the duty of fair presentation, calculated from the start of the Period of Insurance.
- b. If the discovery of the breach did not arise because of a claim the Assured must pay to the Underwriter the additional premium that they would have charged, but for the Assured's breach of the duty of fair presentation, calculated from the start of the Period of Insurance.

(2) Before a variation was agreed

If the Assured has breached their duty to make a fair presentation of the risk to the Underwriter before any variation to this policy was agreed, then:

- a) If the breach was deliberate or reckless, the Underwriter may terminate this policy with effect from the date of the variation, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
 - i) *The Underwriter would not have agreed to the variation on any terms:*
The Underwriter may treat this policy as though the variation was never made, but will return any additional premiums paid in relation to the variation;
 - ii) *The Underwriter would have agreed to the variation but on different terms (other than premium terms):*
The Underwriter may require that the variation includes those different terms with effect from the date the variation was made; and/or
 - iii) *The Underwriter would have agreed to the variation but would have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did:*
 - a. if the discovery of the breach arose because of a claim, at your option:
 - i. The Underwriter may reduce proportionately the amount paid on a claim arising out of events after the variation. In those circumstances, the Underwriter will pay only Y% of what they would otherwise have been required to pay, where $Y = \text{total premium actually charged} \div \text{the premium that would have been charged} \times 100$. ; or
 - ii. The Underwriter will pay the claim in full provided that the Assured pays to the Underwriter the additional premium that we would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
 - b. If the discovery of the breach did not arise because of a claim, the Assured must pay to us the additional premium that the Underwriter would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.

10) Risk changes

The Assured must give notice to the Underwriter of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriter is advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and the Assured has paid or agreed to pay the additional premium (if any) the Underwriter will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.

11) Titles and Headings

Titles and Headings are descriptive and are used solely for convenience of reference and shall not be deemed to limit or affect the provisions to which they relate in any way.

CLAIMS CONDITIONS

1) Action by the Assured

The Assured shall give written notice to the Underwriter as soon as reasonably practicable with full particulars of any claim or circumstances which may give rise to a claim under this Policy regardless of any Deductible that may apply.

For the purposes of Section 3 any claim subsequently made against the Assured arising out of such circumstances as notified in writing to the Underwriter during the Period of Insurance shall be deemed to have been first made during the Period of Insurance

Every letter, claim, writ, summons and process in connection with such circumstances shall be forwarded to the Underwriter immediately on receipt.

Written notice shall also be given by the Assured to the Underwriter immediately the insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy.

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Assured without the prior written consent of the Underwriter who shall be entitled to take over and conduct in the name of the Assured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

The Assured shall give all assistance as the Underwriter may reasonably require.

2) Arbitration

If underwriters agree to pay the Assured's claim and the Assured disagrees with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Whether the Underwriter or the Assured bear the costs of the arbitration, or these are shared by underwriters and the Assured will be determined at the discretion of the arbitrator. Alternatively, depending on the size of the Assured's Business, the Assured may be able to refer their case to the Financial Ombudsman Service (FOS). In either case, this will not affect the Assured's right to take action against the Underwriter over the disagreement.

3) Fraud

If fraudulent means are used by the Assured or by anyone acting on behalf of the Assured to obtain any indemnity under this Policy, the Underwriter:

- a) will not pay the claim; and
- b) may recover from the Assured any sums paid by the Underwriter to the Assured in respect of the claim; and
- c) may by notice to the Assured treat this Policy as having been terminated with effect from the time of the fraudulent act.

If the Underwriter does treat this Policy as having been terminated, the Assured will:

- i) have no cover under this Policy from the date of termination; and
- ii) not be entitled to any refund of premium.

4) Notice of adjudication

The Assured shall also upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof to the Underwriter

A Notice of Adjudication means any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication

5) Other Insurance

If at the time of any claim, there is or but for the existence of this Policy, there would be any other insurance covering the same legal liability the indemnity under this Policy will not apply in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.

6) Payments under this policy

The Underwriter may at any time make a payment to or on behalf of the Assured of the maximum sum payable under the Policy in respect of any one Occurrence and in the case of Pollution any one incident or in either case the balance thereof should any payments have already been made in respect of claims arising out of the same Occurrence or in the case of Pollution in respect of the same incident or by the payment of the balance of the maximum sum payable under the Policy in any one Period of Insurance should the same be less than either of the aforesaid amounts by reason of payments made in connection with any previous claims and in respect of claims occurring in the United States of America or its territories or its protectorates or Canada together with the amount of any legal costs incurred prior to the time of such payments or any less amount for which at the absolute discretion of the Underwriter the claim arising out of such Occurrence or in the case of Pollution such incident can be settled. The Underwriter will then have no further liability arising out of or in connection with such Occurrences or incidents

If the sum payable in respect of any claim or claims occurring in connection with or arising out of any one Occurrence or in the case of Pollution or Products any one or all such incidents in the Period of Insurance exceeds the sum payable under the Policy the Assured shall pay the Deductible and where costs and expenses specified in clause 2 of Sections 1 2 and Extension 2 are in addition to the Limit of Indemnity as stated in the Schedule the Assured shall also pay such proportion of the legal costs payable to any claimants and or incurred in the defence of any claim or claims in respect of such Occurrences or incidents as such excess bears to the total sum payable in respect of such Occurrence or incidents

7) Subrogation and Waiver of Rights

Where indemnity is provided under this Policy, the Assured shall, at the request and expense of the underwriter, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Assured before or after any payment is made by the underwriter.

In the event of a claim arising under this Policy, the underwriter agrees to waive any rights remedies or relief to which it might become entitled by subrogation against:

- a) a company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Assured, as defined in the Companies Act or Companies (Northern Ireland) Order as appropriate, current at the time of such claim; or
- b) any company which is a subsidiary of a parent company of which the Assured are themselves a subsidiary within the meaning of the Companies Act or Companies (Northern Ireland) Order as appropriate, current at the time of such claim.