



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

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

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

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

A handwritten signature in black ink, appearing to read 'R. M. Clapham'.

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

DUAL EVOLUTION

(Design & Construct)

Schedule

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

Certificate Number:	PC-03573518J4		
Date:	10/04/2018		
Insured:	Taylor Grace Air Conditioning Limited		
Address:	Packington Repeater Station Birmingham Road Meriden COVENTRY CV7 7HJ United Kingdom		
Professional Business:	As defined in the Proposal Form dated 12/06/2015		
Period of Insurance:	From:	11/04/2018	To: 10/04/2019
Limit of Indemnity:	GBP 5,000,000	Any One Claim , Costs included All <i>Claims</i> arising from one and the same act, error or omission or any series of acts, errors or omissions arising out of the same cause, or the acts, errors or omissions of one person or persons acting together, or in which such person or persons is/are concerned or implicated shall be deemed to be one <i>Claim</i> .	
Excess:	GBP 2,500	Each and every <i>Claim</i> applicable to <i>Costs</i>	
Retroactive Date:	None		
Premium (100%):	GBP 2,950.00	For the <i>Certificate Period</i>	
Hereon:			
Premium:	GBP 2,950.00	For the <i>Certificate Period</i>	
Plus Tax/Stamp Duty:	GBP 354.00		
The Premium shall be payable within 60 days as described in the attached Premium Payment Clause.			
Jurisdictional Limits:	Worldwide Excl USA & Canada		
Geographical Limits:	Worldwide		
Law & Jurisdiction:	England & Wales		
Date of Proposal:	12/06/2015		
Date of Declaration:	12/06/2015		
Certificate Wording:	EV DC 2010 The contents of this Schedule together with the Statements made in the <i>Proposal</i> for this insurance form an integral part of the attached Certificate.		
Endorsements attached at inception:	As per Wording, plus Premium Payment Clause Sanctions Clause		

Premium Payment Clause

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

The insured entity stated in the Schedule undertakes that premium will be paid in full to the insurer within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to the insurer within 60 days of inception of this contract (and, in respect of instalment premiums, by the date they are due) the insurer shall have the right to cancel this contract by notifying the insured entity stated in the Schedule via the broker in writing. In the event of cancellation, premium is due to the insurer on a pro rata basis for the period that the insurer are on risk but the full contract premium shall be payable to the insurer in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that the insurer shall give not less than 15 days prior notice of cancellation to the insured entity stated in the

Schedule via the broker. If premium due is paid in full to the insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

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

Sanctions Clause

It is agreed that this Certificate does not provide any coverage and excludes any *Claim*, costs or expenses which would expose *Us* to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

DUAL EVOLUTION (Design & Construction)

THIS IS A CLAIMS MADE CERTIFICATE

Section 1: Basis of insurance

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

Section 2: Insuring Clauses

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

- 2.1 a breach of professional duty by the *Insured* or by any *Employee* of the *Insured* in the course of the *Insured's Professional Business*.
- 2.2 any dishonest or fraudulent act or omission on the part of any *Employee* provided that:
 - 2.2.1 no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to an indemnity;
 - 2.2.2 no indemnity shall be provided for dishonest or fraudulent acts committed by any person or after discovery by the *Insured* of any reasonable cause for suspicion of fraud or dishonesty on the part of that person;
 - 2.2.3 in relation to this clause 2.2 and 7.4, *Employee* shall not include sub-consultants.
- 2.3 the *Insured's* involvement in a joint venture provided the extent of the indemnity is restricted to *Claims* arising out of work performed by the *Insured* or an *Employee* in the course of the *Insured's Professional Business*.
- 2.4 libel and slander committed without intention or malice by the *Insured* or any *Employee* during the course of the *Insured's Professional Business*.
- 2.5 *We* agree to indemnify the *Insured* against its liability for the infringement of copyright provided it arises from the breach of a professional duty by the *Insured* or by any *Employee* in the course of carrying out *Professional Business*.

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

Section 3: Extensions to Cover

3.1 Compensation for Court Attendance

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

3.2 Criminal proceedings

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

- 3.2.1 the circumstances giving rise to the alleged breach would otherwise give rise to a *Claim* which would be covered by this Certificate
- 3.2.2 *We* believe that the defence of such proceedings have a reasonable chance of success and would assist in the defence of any *Claim* against the *Insured* arising from such circumstances
- 3.2.3 *We* will not be liable for any *Costs* following a plea or finding of guilt on the part of the *Insured* or in the event that a Queen's Counsel advises that there are no reasonable prospects of successfully defending the proceedings unless the *Costs* are incurred for the sole purpose of making a plea in mitigation before sentencing or incurred in making an appeal if a Queen's Counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable.

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

3.3 Mitigation Costs

We agree to indemnify *Costs* reasonably incurred with our prior written consent which will not be unreasonably withheld in respect of any action taken to mitigate a loss or potential loss that would otherwise be the subject of a *Claim* under this Certificate. The burden of proving a *Claim* under this clause shall be upon the *Insured*.

3.4 Loss of Documents

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

3.5 Acquisitions

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

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

3.6 Take Overs and Mergers

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

- 3.6.1 controls the composition of the board of directors, or
- 3.6.2 controls more than half the voting power, or
- 3.6.3 holds more than half of the issued share capital

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

3.7 Adjudication Referrals

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

- 3.7.1 The *Insured* shall give notice to *Us* in the manner outlined **within 48 hours** of, either the earlier of:
 - (i) the receipt by the *Insured* of any notice of intention to adjudicate (Adjudication Notice), or
 - (ii) the *Insured* having reasonable grounds to believe that an Adjudication Notice may be served upon them
 provided that in each case the subject matter of the Adjudication Notice (in whole or in part) is likely to give rise to a *Claim* under this Certificate
- 3.7.2 The *Insured* shall give *Us* full and prompt cooperation and comply with all *Our* reasonable requests including those relating to response times. Such cooperation shall extend to any subsequent challenge to the adjudicators decision
- 3.7.3 We shall be entitled, at *Our* sole discretion, to appoint solicitors and experts to handle any adjudication on behalf of the *Insured* and shall have conduct of all matters relating to any such adjudication. We shall pay all *Costs* in the appointment of such solicitors and experts after the application of any *Costs* payable by the *Insured* as outlined in Section 3.7.5
- 3.7.4 The *Insured* shall not admit liability, in whole or in part, in respect of the subject matter of the adjudication or agree with any party that adjudication shall finally determine any dispute

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

Section 4: Interpretation

In the Certificate:

- 4.1** **4.4.1** person includes individuals, partnerships, bodies corporate and associations
- 4.4.2** the headings are for descriptive purposes only
- 4.2** unless otherwise agreed, the construction and interpretation of this Certificate shall be determined in accordance with the law of England and Wales.
- 4.3** in the event that any portion of the Certificate is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 4.4** the *Proposal*, the schedule and the Certificate shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it may appear.
- 4.5** references to any statute shall be to that statute as amended or re-enacted from time to time.
- 4.6** GBP shall mean British Pounds or its currency equivalent.
- 4.7** Any reference to the singular shall include the plural and vice versa.

Section 5: Definitions

In the Certificate:

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

- 5.6** *Employee* means any person employed by the *Insured* under a contract of service or apprenticeship during or prior to the commencement of the *Certificate Period*, as well as any sub-consultant acting on behalf of the *Insured* under a written agreement and for whom the *Insured* is responsible, but subject always to *Our* right to subrogation. No-one who is or becomes during the *Certificate Period* a principal, partner, member or director of the *Insured* shall be an *Employee*.
- 5.7** *Excess* means the amount specified in the schedule.
- 5.8** *Indemnity Limit* means the amount specified in the schedule.
- 5.9** *Insured* means
- 5.9.1** the person, firm, partnership or company or other entity, specified as the *Insured* in the schedule; and
 - 5.9.2** any person who is or becomes, during the *Certificate Period*, a principal, partner, member or director of the *Insured*; and
 - 5.9.3** any former principals, partners, members or directors of the *Insured*; and
 - 5.9.4** in the event of the death or incompetence or bankruptcy of any principal, partner, member or director of the *Insured*, such person's estate, heirs, legal representatives or assigns, for legal liabilities incurred due to any act, error or omission of such deceased, incompetent or bankrupt person.
- 5.10** *Premium* means the amount set out in the schedule.
- 5.11** *Professional Business* means the *Professional Business* specified in the schedule and as advised to us in the *Proposal*. For the avoidance of doubt, it does not incorporate supervision by the *Insured* of its own sub-contractors' work where such supervision is undertaken in its capacity as building or engineering contractor.
- 5.12** *Proposal* means the written *Proposal* made by the *Insured* to *Us* together with any other related particulars and statements that have been supplied to *Us* in writing.
- 5.13** *Retroactive Date* means the date specified in the schedule.
- 5.14** *We/Us/Our* means the Insurers shown in the the Insurer Details.

Section 6: Exclusions

We will not cover the *Insured* for:

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

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

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

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

6.5 Computer Network and Data Corruption

a *Claim* arising directly or indirectly from:

- 6.5.1** the corruption, erasure, theft, alteration of, or
- 6.5.2** the access or lack of access to, or
- 6.5.3** the interference with

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

6.6 Computer Records

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

- 6.6.1** whilst mounted in or on any machine for use or processing unless caused by negligent act or omission on the part of the *Insured*; or
- 6.6.2** resulting from wear, tear, vermin or gradual deterioration; or
- 6.6.3** caused by climatic or atmospheric conditions or extremes of temperature; or
- 6.6.4** due to the presence of magnetic flux or due to loss of magnetism.

6.7 Directors and Officers

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

6.8 Estimates

any *Claim* or loss directly or indirectly arising out of the estimates of construction costs except where such estimates are provided by professionally qualified quantity surveyors.

6.9 Financial

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

- 6.9.1** depreciation or loss of investments when the depreciation or loss is as a result of any fluctuation in any financial, stock or commodity markets when such fluctuation is outside the influence or control of the *Insured*;
- 6.9.2** any failure to obtain or maintain adequate insurance
- 6.9.3** the insolvency, bankruptcy or liquidation of the *Insured*

6.10 Fines and penalties

finest, penalties, punitive or exemplary damages.

6.11 Land, Buildings, Transport

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

6.12 Liability to Employees

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

- 6.13** Nuclear
- a *Claim* arising from or attributable to:
- 6.13.1** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- 6.13.2** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component hereof.
- 6.14** Other insurance
- a situation where the *Insured* is entitled to indemnity under any other insurance except in respect of any sum beyond the amount which would have been payable under such other insurance had this Certificate not been effected.
- 6.15** Pollution
- any *Claim* of whatsoever nature directly or indirectly arising out of or in any way involving actual or alleged seepage, pollution or contamination of any kind.
- 6.16** Prior knowledge
- 6.16.1** a *Claim* or *Circumstance* known to the *Insured* or which in the reasonable opinion of the *Insurer* ought to have been known prior to the *Certificate Period*;
- 6.16.2** a *Claim* or *Circumstance* notified to any insurance policy preceding the *Certificate Period*.
- 6.17** Products
- a *Claim* arising out of the manufacture, construction, installation, alteration, repair, workmanship, servicing or treating of any goods or products sold, supplied or distributed by or on behalf of the *Insured* even though the same might be carried on by the *Insured* in conjunction with their *Professional Business*.
- 6.18** Property Damage
- liability arising out of the loss or destruction of, or damage to, any property unless arising from lost *Documents* or design or specification, technical information calculation or survey performed by or on behalf of the *Insured* in the conduct of *Professional Business*.
- 6.19** Retroactive Date
- any *Claim* arising out of the exercise and conduct of the *Professional Business* carried out prior to any *Retroactive Date* specified in the schedule.
- 6.20** Trading Debts
- a *Claim* arising from or directly or indirectly attributable to any trading debt or trading loss of the *Insured* or any guarantee or undertaking given by the *Insured* for a debt or performance of any other obligation by a third party.
- 6.21** War/Terrorism
- any *Claim* of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any cause or event contributing concurrently or in any other sequence to any *Claim* or *Costs*:
- 6.21.1** war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 6.21.2** any act of terrorism, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 6.22** Workmanship and Supervision
- any *Claim* or loss arising out of the
- 6.22.1** defective workmanship of the *Insured* or an *Employee*; or
- 6.22.2** the incorporation into works of any defective or deleterious materials; or
- 6.22.3** the supervision of the *Insured's* own labour or that of its sub-consultants.
- However, **We shall** cover:
- (a) liability arising from negligent design or specification of materials where such design or specification is undertaken by a qualified engineer, architect, surveyor (being a chartered surveyor, technical surveyor or equivalent), other professionally qualified persons who are professionally qualified through a recognized professional body relevant to the activity being undertaken or persons having at least five years' relevant technical experience to the *Professional*

Business; and

- (b) any *Claim* where the *Insured* shall establish to *Our* satisfaction that the error or omission was unintentionally negligent.

Section 7: Conditions Precedent to Liability

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

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

7.1 Notification

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

7.1.1 *Claim* made against any *Insured*

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

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

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

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

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

As a **condition precedent** to *Our* liability to provide an indemnity, where **court proceedings are served** against the *Insured* the *Insured* shall notify *Us* **within 7 days** and where an adjudication referral has begun, the provisions of clause 3.7 above shall apply.

7.2 Co-operation

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

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

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

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

7.3 Legal Defence and Settlement

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

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

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

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

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

7.4 Dishonest or Fraudulent persons

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

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

Section 8: General Conditions

8.1 *Insured's* Right to Contest

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

8.2 Senior Counsel

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

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

8.3 Subrogation

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

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

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

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

8.4 Alteration to Risk

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

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

8.5 Jurisdictional and Geographical Limitation

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

8.6 Authorisation

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

8.7 Fraudulent Claims

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

8.8 Our Rights

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

8.9 Third Party Rights

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

8.10 Sub-Consultants

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

Section 9: Dispute Clause

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

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

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

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

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

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

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

07/03/08

LMA5096 (Combined Certificate)

Our Regulatory Status

This insurance is underwritten by DUAL Corporate Risks Limited (Company No. 4160680) on behalf of one or more Insurers as identified on your Certificate of Insurance. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority. Our Firm Registration Number at the FCA is 312593. These details may be checked by visiting the Financial Conduct Authority website at www.fca.gov.uk/register. Alternatively the Financial Conduct Authority may be contacted on 0845 606 1234.

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

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

How to Complain

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

If **You** remain dissatisfied please contact DUAL:

In writing:
 Head of Compliance
 DUAL Corporate Risks Limited
 107 Leadenhall Street
 London EC3A 4AF
 By email: complaints@dualgroup.com
 By phone: +44 (0)20 7337 9888

In the first instance, DUAL will review **Your** complaint and hope to resolve the matter. DUAL will investigate the circumstances regarding **Your** complaint and write to **You** within four weeks with our response.

If **You** are not happy with the way DUAL has handled your complaint, **You** can refer your case to the Financial Ombudsman Service (FOS). This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

The FOS can be contacted at:

In writing:
 The Financial Ombudsman Service
 Exchange Tower
 London E14 9SR
 By email: complaint.info@financial-ombudsman.org.uk
 By phone: 0800 023 4567/ 0300 123 9123

You can find information on the FOS at www.financial-ombudsman.org.uk

Please remember that **You** may have to refer **Your** complaint to the FOS within specific timelines. We will communicate the applicable timeline in our response to your complaint.

If the main insurer listed in the insurer details clause, is a Lloyd's syndicate the following will apply:

You should contact DUAL in the same manner than mentioned above, then in the first instance, DUAL will review **Your** complaint and hope to resolve the matter. DUAL will investigate the circumstances regarding **Your** complaint and write to **You** within two weeks with our response.

If **You** remain unhappy with the way DUAL has handled **Your** complaint, **You** may have the right to refer **Your** case to Lloyds.

If **You** wish to ask Lloyd's to investigate your complaint **You** may do so by contacting:

In writing:
 Complaints Team
 Lloyd's
 One Lime Street
 London EC3M 7HA
 By Email: complaints@lloyds.com
 By Phone: +44 (0)20 7327 5693
 By fax: +44 (0)20 7327 5225

Website: www.Lloyds.com/complaints



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 you are not happy with the way DUAL and Lloyd's have handled your complaint, **You** can refer **Your** case to the Financial Ombudsman Service. The process to follow to contact the FOS is as stated above.

Making a complaint will not affect your legal rights.

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

INSURER DETAILS

DUAL Corporate Risks Policy No.	PC-03573518J4
Participation	100.00%
Insurer	Signed Line
Liberty Mutual Insurance Europe Limited	70.00%
Everest Syndicate 2786 at Lloyd's	20.00%
Hardy Syndicate 382 at Lloyd's	10.00%
Per DUAL Corporate Risks Limited	UMR: B0775UHD00918A

DETAILS FOR NOTIFICATION OF CLAIMS

Claims@dualcorporaterisks.com
DUAL Corporate Risks Limited
Broomhay House
Blackbrook Business Park
Taunton
Somerset
TA1 2PX

In the event of a claim relating to E-VAC cover please use the contact details shown below:

If an insured event occurs or is believed to have occurred NGS should be contacted on the following telephone number:

+44 (0) 20 7183 89 29 (24 hrs)

Please quote the following code: NGSDUAL001 and have your Certificate Number available.

The coverage under this wording is provided by Hiscox Underwriting Ltd on behalf of syndicate 3624 at Lloyd's (the Insurer) hereon