



Professionals

Professional Civil Liability Insurance

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HOWDEN PROFESSIONALS

(Civil Liability)

This is to certify that in accordance with the authorisation granted under Contract to the undersigned by Arch Insurance Company (Europe) Limited and in consideration of the premium *We*, the Insurers named below, are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

We hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay *You* in respect of the contingencies or events specified in the sections of the *Policy*.

The *Policy*, 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 *Policy*, Exclusions and General Conditions shall bear the same meaning wherever it may appear.

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

Signed by **DUAL CORPORATE RISKS LIMITED** acting for Arch Insurance Company (Europe) Limited (the Insurers)


Arch
Insurance (Europe)™



HOWDEN PROFESSIONALS

(Civil Liability)

THIS IS A CLAIMS MADE POLICY

In consideration of the payment of premium, *We* agree to cover *You* in accordance with the terms of this *Policy*.

Section 1: Preamble

We shall provide the cover described in this *Policy*, subject to the terms and conditions of this *Policy*, for the *Policy Period*.

Section 2: *Your* Cover

- 2.1** *We* agree to indemnify *You* against *Your* liability for any *Claim* made against *You* and reported to *Us* during the *Policy Period* or within 30 days after this *Policy* has expired in respect of any civil liability arising from *Your Professional Services* within the *Territorial Limits*.
- 2.2** *We* also agree to pay *Costs* in addition to the *Indemnity Limit* either incurred by *Us* or incurred by *You* with *Our* prior written consent, including but not limited to:
- 2.21** all costs recoverable by any claimant from *You*
- 2.22** the costs of legal representation at any coroner's inquest or fatal accident inquiry or proceedings in any court arising out of any alleged breach of statutory duty
- 2.23** the costs of defending *You* against prosecution including costs of prosecution awarded against *You*, by a government body for an offence under current Health and Safety, Consumer Protection, Corporate Manslaughter or any similar legislation or legal representation at any inquiry or proceeding in connection with *Your Professional Services* including costs of appeal with *Our* written consent. Provided that the prosecution, inquiry or proceeding was not in connection with an activity excluded by this *Policy* and provided that such criminal proceedings are commenced during the *Policy Period* and notified to *Us* as soon as practicable during the *Policy period* or within 30 days after this *Policy* has expired.

Section 3: Automatic Extensions

3.1 Fidelity

Notwithstanding Exclusion 5.10 this *Policy* is extended to indemnify *You* against loss suffered from the dishonesty of *Your Employees*, where there is clear intention to cause *You* loss or damage and obtain a personal financial gain over and above any salary or additional remuneration. This extension is subject to *You* discovering such dishonesty during the *Policy Period* and notifying it to *Us* as soon as practicable during the *Policy Period* or within 30 days after this *Policy Period* has expired. *We* will reimburse *You* for *Your* direct financial loss but the maximum amount payable for this extension is £25,000.

3.2 Former Principals

We agree to indemnify any of *Your* former principals, partners or *Employees* who ceased or ceases to be principal, partner or *Employee* either before or during the *Policy Period* in respect of *Your Professional Services* in the same manner that *We* agree to indemnify *You* under Section 2.

3.3 Consultants, Subcontractors and Agents

The cover given by Section 2 is extended to indemnify *You* for *Your* liability in respect of any consultant, subcontractor or agent whose acts, errors or omissions are in connection with the *Professional Services* and for which *You* are liable.

We will not cover the consultant, subcontractor or agent under this clause.

3.4 Loss of Documents

We agree to indemnify *You* for costs incurred by *You* in replacing or restoring *Lost Documents* for which *You* are legally responsible if

- (a) The loss of the *Documents* is first discovered during the *Policy Period*; and
- (b) *You* notify *Us* within 30 days of discovery of the loss of the *Documents*; and

- (c) *You* provide *Us* with bills and accounts substantiating the Costs and expenses incurred by *You* in replacing or restoring the *Lost Documents*; and
- (d) *We* approve, or a competent person nominated by *Us*, approves the bills and accounts.
- (e) The maximum amount payable under this extension for any one *Claim* and in the aggregate from all *Claims* during the *Policy Period* shall not exceed £50,000

3.5 Joint Venture Liability

The cover given by Section 2 is extended to indemnify *You* for *Your* liability in respect of any activity in which *You* are engaged as a joint venturer in connection with the conduct of the *Professional Services*.

We will not cover any liability of the joint venture partner.

3.6 Legal Personal Representatives

In the event of the death incapacity or insolvency of any of *You*, *We* will, in respect of the legal liability, indemnify *Your* personal representatives appointed by law in like manner to the indemnity provided to *You* under Section 2 provided that such personal representatives shall, as though they were *You*, observe, fulfil and be subject to the terms, conditions and exclusions of this *Policy*.

3.7 Compensation for Court Attendance

We agree to compensate *You* for the cost of attendance at a court by any of *Your* principals, partners or *Employees* in connection with a *Claim* made against *You* where such attendance is requested by the legal advisor acting on behalf of *You* and *We* have given *Our* consent to such costs.

Compensation for such costs will be up to a maximum of £500 per person per day.

3.8 Overseas Personal Liability

The cover given by Section 2 is extended to indemnify *You* or at *Your* request the following:

- (a) Any of *Your* principals, partners or *Employees*
- (b) Any spouse or child of the persons named in the schedule who is accompanying such persons

in respect of Civil Liability incurred by such persons in a personal capacity while temporarily outside *Your* country of residence and solely in connection with *Your Professional Services*

However this extension will not indemnify *You* for:

- (a) Assumed Liability
- (b) Liability arising from the ownership, possession or use of land, buildings any mechanically propelled vehicle, aircraft, watercraft or hovercraft.

3.9 Public Relations

In the event that *You* reasonably consider that the services of a public relations consultancy are required urgently in order to prevent or minimise the risk of a *Claim* which would be covered under this *Policy*, then *We* will reimburse reasonable fees and costs incurred as a result of *You* instructing an appropriate consultancy up to a maximum limit of £25,000 in the aggregate for all such *Claims*. *Your* entitlement to this additional cover is conditional on *You* or the public relations consultancy providing *Us* with full written details of the appropriate action taken no later than 30 days after *You* first become aware of any occurrence that requires the services of a public relations consultancy.

Provided that

We shall not indemnify *You* in respect of costs and expenses

- (a) incurred prior to acceptance by *Us* in writing
- (b) that can be recovered from elsewhere or under any other policy of insurance.

3.10 Non-Payment or Requests for Refund of Fees

Should one of *Your* clients be dissatisfied with *Your* professional services and refuse to pay or request a refund of any or all of it, including fees legally owed to subcontractors at the date of refusal, and threaten to bring a claim against *You* for more than the amount owed, it may be possible to settle the dispute with the client by not pressing for the disputed amount. If so, *We* will reimburse *You* for the amount owed to *You* at that time if *We* believe that this will avoid a claim for the greater amount which would be covered under this *Policy* and *We* have given *Our* written consent to settling in this way and for this amount.

In the event, that it is not possible to reach agreement with the client on the basis stated above, but *We* still believe that by not pressing for the disputed amount *You* will avoid a claim or counter claim for a greater amount, *We* will pay the amount owed at that time. If a claim is still brought, it will be dealt with by *Us*, but our payment will not exceed the *Indemnity Limit* outlined in the Schedule. *We* would require reimbursement of the amounts *We* have paid if *You* subsequently recover the debt less *Your* reasonable expenses.

Once payment has been agreed by *Us* *You* will assign to *Us* such rights as *You* have in relation to the amounts owed.

3.11 Criminal Prosecution

If *You* are subject to a criminal prosecution and the event giving rise to the prosecution may give rise to a valid civil liability claim under this *Policy* *We* may at *Our* sole discretion fund all or part of *Your Costs* in defence of the criminal prosecution which are incurred with our written consent

3.12 Release of Confidential information

In the event that a court or tribunal shall require that either *You* or a client of *Yours* release information or notes of a confidential nature then providing such event occurs during the *Policy Period* or within 30 days after this *Policy* has expired *We* will indemnify *You* in respect of additional costs and expenses incurred in connection with the release of such information

- (a) to present arguments to the court or tribunal as to why such information or notes should not be disclosed or disclosed in a modified format
- (b) to prepare a report for the court or tribunal

Provided that

- (a) *We* shall not indemnify *You* in respect of costs and expenses
 - a) incurred prior to acceptance by *Us* in writing
 - b) that can be recovered from elsewhere or under any other policy of insurance
- (b) the request does not relate to a complaint against *You*
- (c) the maximum amount payable shall not exceed £5000

3.13 Motor Contingent Liability

Notwithstanding Exclusion 5.12 the cover given by Section 2 is extended to indemnify *You* against liability arising out of the use in connection with the *Business* of any motor vehicle not belonging to or provided by *You*

Provided that the indemnity will not apply to liability

- (a) in respect of damage to such vehicle or any property conveyed therein or thereon
- (b) in respect of which *You* are entitled to indemnity under any other insurance
- (c) for any claim arising from the vehicle being
 - (1) engaged in racing pace-making reliability trials or speed testing
 - (2) driven by *You*
 - (3) used elsewhere than in the *Territorial Limits*.

3.14 Movement of Obstructing Vehicles

Exclusion 5.12 shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to *You*) being driven by *You* or with *Your* permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians

Provided that

- (a) movements are limited to vehicles parked on or obstructing *Your* premises or any premises at which *You* are working
- (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- (c) the vehicle causing the obstruction is driven by use of the owner's ignition key
- (d) *We* shall not provide indemnity against liability
 - (1) in respect of damage to such vehicle
 - (2) in respect of which compulsory insurance or security: is required under any legislation governing the use of the vehicle

3.15 Complaint Investigation and Disciplinary Proceedings

In the event of any complaint to a professional regulatory body against *You* in respect of *Professional Services* that may lead to disciplinary proceedings *We* will indemnify *You* against

- 1. Reasonable *Costs* and expenses incurred in preparing the response to the professional body
- 2. Reasonable *Costs* and expenses incurred
 - (a) in the defence of such proceedings
 - (b) with *Our* written consent in appealing against any judgement given

Provided that

The indemnity granted does not

- (a) provide for payment of fines penalties or compensation
- (b) such complaint is first made in writing against *You* during the *Policy Period* and notified to *Us* during the *Policy Period* or within 30 days after this *Policy* has expired
- (c) *We* shall not indemnify *You* in respect of costs or expenses
 - (1) incurred without *Our* written consent
 - (2) that can be recovered under any other policy of insurance or from elsewhere

We agree to compensate *You* for the cost of attendance at a disciplinary hearing by *You* in connection with a complaint made against *You*. Compensation for such cost will be up to a maximum of £500 per day.

3.16 Death, Retirement, Career Break

If *You* die, retire or *You* take a career break during the *Policy Period* *We* will indemnify *You* for *claims* made against *You* during the 36 month period immediately following the expiry of the final *Policy Period*

Provided that

- (a) any such *Claim* arises out of any injury damage act error or omission occurring or committed during the *Policy Period* to which this *Policy* applies
- (b) indemnity is not provided by any other insurance

3.17 Directors and Officers

We will indemnify any breach of duty owed by *You* in the capacity of director, officer or trustee of a body corporate, the maximum amount payable for this extension is £50,000 in the aggregate for all such claims.

3.18 Your Agreement to Indemnify Others

We agree to indemnify any party for whom *You* are carrying out a contract for *Your Professional Services* in respect of any civil liability arising from *Your Professional Services* in carrying out the contract as if the claim had been brought against *You* but only to the extent required by the contract.

Provided that such party shall, as though they were *You*, observe, fulfil and be subject to the terms, conditions and exclusions of this *Policy*.

Section 4: Definitions

In the *Policy*:

- 4.1** *Policy Period* means the period specified in the Schedule.
- 4.2** *Claim* means any civil proceeding, or threat of such proceedings, brought by a third party against *You* for compensation or other relief, including non-pecuniary relief. All *Claims* arising from the same civil proceeding, regardless of the number of claimants or *Claims* filed, shall be considered a single *Claim* for the purposes of this *Policy*.
- 4.3** *Costs* means any reasonable fees, expenses, costs and disbursements incurred in investigating, adjusting or defending a *Claim* covered by this *Policy* including any appeal issued in connection with a *Claim* and to which *We* have given *Our* prior written consent. Any internal or overhead expenses incurred by *You* or the cost of any of *Your* time is not included, except compensation for court attendance covered by Automatic Extension 3.7.
- 4.4** *Documents* means deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature, whether printed, written or reproduced by any method including computer records and electronically stored data but does not mean bonds or coupons, stamps, bank or currency notes, money or any negotiable instrument.
- 4.5** *Employee* means any person employed by *You* under a contract of service or apprenticeship during or prior to the commencement of the *Policy Period*.
- 4.6** *Family Member* means *Your*
- (a) Legal or defacto spouse, domestic partner or companion;
 - (b) Parent, or the parent of *Your* legal or defacto spouse, domestic partner or companion;
 - (c) Children;
 - (d) Siblings
- 4.7** *Indemnity Limit* means the amounts specified in the Schedule.
- 4.8** *Lost Documents* means *Documents* that cannot be located following a diligent search, and *Documents* that have been destroyed or damaged.
- 4.9** *Professional Services* means any advice provided or services performed or research undertaken by or on behalf of *You* in the normal conduct of *Your Business*.
- 4.10** *Subsidiary* means any entity which by virtue of any applicable legislation or law is deemed to be a *Subsidiary* of *You* if *You* own or control, directly or indirectly more than 50% of the issued voting shares of such entity.
- 4.11** *We/Us/Our* means Dual Corporate Risks Limited acting for Arch Insurance Company (Europe) Limited
- 4.12** *You/Your* means
- (a) The person, firm, partnership or company or other entity, specified in the Schedule and any *Subsidiary* thereof; and
 - (b) Any person who is during the *Policy Period* a principal, partner or *Employee* or volunteer of the person, firm, partnership, company, *Subsidiary* or other entity defined in 4.12 (a) above but only while acting in the course of the *Professional Services*
- 4.13** *Business* shall mean the provision of *Professional Services* and include
- (a) the ownership repair maintenance and decoration of *Your* premises
 - (b) and notwithstanding Exclusion 5.10 private work carried out by any person defined in clause 4.12(b) for any other person defined in clause 4.12 (b) (with *Your* consent)
 - (c) any past business activities notified to and accepted by *Us*
- 4.14** *Territorial Limits* means
- (a) UK ,Channel Islands or Isle of Man
 - (b) elsewhere in the world where *You* or any director officer trustee committee member or *Employee* of *You* who is normally resident in (a) above is on a temporary visit for the purpose of the *Business*
- 4.15** *Policy* shall include this document and any Schedule or Evidence of Insurance issued under authority of the Insurers.

Section 5: Exclusions

We will not cover *You* in respect of

5.1 Prior knowledge

- (a) Any *Claim* arising from or in connection with a fact or circumstance that *You* knew or ought reasonably to have known prior to the *Policy Period* could give rise to a *Claim*;
- (b) Any *Claim* that was either first made, threatened or intimated against *You* prior to the *Policy Period*;
- (c) Any *Claim* arising from or in connection with a fact or circumstance of which notice has been or reasonably should have been given under any previous insurance.

5.2 Fines and Penalties

Taxes, fines or penalties, punitive, aggravated, multiple, exemplary or other non-compensatory damages

5.3 Liability to *Employees*

Liability to *Employees* in respect of any *Claim* directly or indirectly based upon attributable to or in consequence of bodily injury, mental injury, sickness, discrimination, harassment, wrongful dismissal, disease or death of any *Employee* or damage to or destruction of any property of any *Employee*, including loss of use, arising out of, or in the course of their employment.

Except in circumstances where the *Employee* is a client/patient and the *Claim* arises from *Professional Services* and not from the employer/*Employee* relationship.

5.4 Pollution

arising from pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety, at a specific time and place

Provided that

- (a) all *Claims* for pollution or contamination arising out of such incident shall be deemed to have been made during the *Policy Period* in which the incident has first been notified to *Us*
- (b) *Our* liability for all compensation payable in respect of all pollution or contamination made during anyone *Policy Period* shall not exceed in the aggregate the amount stated in the Schedule as the *Indemnity Limit* for this *Policy*.

5.5 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*.

- (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) Any act of terrorism.

For the purposes of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also includes any liability for any *Claim* and/or *Costs* on account of any *Claim* of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

5.6 Nuclear

Any *Claim* arising from or attributable to:

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

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

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

5.7 Trading Debts

Any *Claim* arising from or directly or indirectly attributable to any trading debt of *You* or any guarantee given by *You* for a debt.

5.8 Associates

- (a) Any *Claim* by or on behalf of any of *You*,
- (b) Any *Claim* by or on behalf of any *Family Member* of *You* unless the *Family Member* is acting without any prior direct or indirect solicitation or co-operation of *You*.

5.9 Asbestos

Any *Claim* directly or indirectly arising from or attributable to asbestosis or any other illness, including cancer, due to the manufacturing, preparation, transforming, assembly, sale or use of asbestos, or other products that contain the latter

5.10 Deliberate Acts

For any injury loss or damage deliberately intended by *You* but this Exclusion shall not apply to any act or omission designed or intended by *You* to be of assistance or benefit to any client or person as part of the *Professional Services*

5.11 Product Recall and Defective Premises

For the cost and expenses incurred by *You* in

- (a) Recalling or making any refund in respect of any product supplied
- (b) Remedying any defect in land, buildings, structures or premises disposed of by *You*

5.12 Vehicles or Craft

the ownership possession or use by or on behalf of *You* of any

- (a) aircraft aerospace device or hovercraft
- (b) watercraft exceeding 8 metres in length
- (c) mechanically propelled vehicle (including trailer attached thereto) if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle. This Exclusion shall not apply to liability arising out of the loading or unloading of such vehicle

5.13 Property owned or held in trust

in respect of damage to property

- (a) belonging to *You*
- (b) held in trust by or under *Your* custody or control (other than property belonging to visitors or any of *Your* principals, partners or *Employees*)
- (c) Exclusion 5.13(b) above shall not apply to damage to premises and their contents which are not owned leased or rented to *You* at which the *You* are undertaking work in connection with the *Business*
- (d) Exclusion 5.13(b) shall not apply to premises (including their fixtures and fittings) leased let rented or hired to the Insured. Provided that the indemnity will not apply to Civil Liability attaching solely by virtue of a lease rent or hire agreement or any requirement to insure such premises against damage.

5.14 Controlling Interests

for any *Claim* arising from or brought by a firm company or organisation in which *You* or any director officer trustee or committee member of *You* has a controlling interest unless such claim is brought by an independent third party source

Section 6: Claim Conditions

6.1 Notification

You shall notify *Us* as soon as practicable and during the *Policy Period* or within 30 days after this *Policy* has expired after *You* first become aware of:

- (a) any *Claim* made against *You*, or;
- (b) any circumstances which might reasonably be expected to produce a *Claim* against *You* whether or not *You* believe that such a *Claim* would be valid.

Notice under this Condition shall be given to *Us* in writing and delivered to the Company named in the Schedule.

6.2 Co-operation

- (a) *You* shall frankly and honestly provide *Us* with all information and assistance including but not limited to any letter of claim, writ, summons and process required by *Us* and/or the lawyers and investigators and others appointed by *Us* in relation to the *Claim* at *Your* own cost. Any unreasonable failure to comply with this obligation shall entitle *Us* to refuse to cover or deny cover for the *Claim*.
- (b) *You* shall do all things reasonably practicable to minimise *Your* liability in respect of any *Claim*.

6.3 Legal Defence and Settlement

- (a) Unless otherwise agreed, *We* shall assume the legal defence of any *Claim* covered under this policy and *We* shall have full discretion in managing any negotiation or proceeding as to the resolution of such *Claim*.
- (b) *We* shall appoint the lawyers that will defend and represent *You* in respect of any *Claim*.
- (c) *We* shall be entitled to settle a *Claim* if *We* so choose.
- (d) *You* agree not to admit liability for or settle any *Claim*, make any admission, offer or payment or assume any obligation in connection with any *Claim*, or incur any *Costs* in connection with any *Claim*, without *Our* written consent.
- (e) *We* shall not be liable for any settlement, *Costs*, admission, offer, payment or assumed obligation without *Our* written consent.
- (f) *We* may at any time pay *You* the *Indemnity Limit* (having deducted any sums already paid during the *Policy Period*) 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* for which *We* may be responsible under this insurance for matters arising prior to the date of such payment

6.4 Your Right to Contest

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

6.5 Queens Counsel

- (a) *We* shall not require *You* to contest a *Claim* unless a Queens Counsel (agreed upon by *You* and *Us*) advises that the *Claim* should be contested taking into account all likely *Costs*, prospects of success and the damages and *Costs* likely to be recovered by the third party claimant.
- (b) The cost of Queens Counsel's advice shall be regarded as part of the *Costs*.

Section 7: General Conditions

7.1 Subrogation

- (a) Where *We* have paid a *Claim* under this *Policy* *We* become entitled to any rights *You* have against any party in relation to the *Claim* to the extent of *Our* payment.
- (b) *You* must assist *Us* and provide information as *We* may reasonably require to exercise *Our* rights of subrogation, including bringing any action or suit in *Your* name. This may include providing and signing statements and other documents and the giving of evidence
- (c) Any recovery received shall be applied first against any *Claim* or *Costs* insofar as it exceeds the *Indemnity Limit*, then against any payment made by *Us*.

- (d) We will not subrogate against any of *You* under this *Policy* unless that person is found to have committed a criminal or dishonest act.

7.2 Alteration to Risk

You must notify *Us* in writing as soon as practicable of any material alteration to the risk during the *Policy Period* including:

- (a) By *You* going into voluntary bankruptcy, receivership or liquidation; or
- (b) By *You* breaching any other obligation giving rise to the appointment of a receiver or the commencement of bankruptcy or winding up proceedings; or
- (c) Any material change in the nature of the *Professional Services*.

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

7.3 Assignment

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

7.4 Cancellation

- (a) *You* may cancel this *Policy* at any time by notifying *Us* in writing;
- (b) We may cancel this *Policy* by giving thirty (30) days notice in writing to *You*;
- (c) there is no automatic entitlement to a return premium if *you* cancel this *Policy*.

Cancellation shall not affect the rights and obligations of by *You* and *Our* rights and obligations under this *Policy* prior to the date of cancellation

7.5 Other Insurance

This *Policy* shall apply only in excess of any other valid insurance, with the sole exception of any policy or certificate written as specific excess insurance over the *Indemnity Limit* provided by this *Policy*.

Section 8: Indemnity Limit

8.1 Indemnity Limit

Our total liability under this *Policy* for any one *Claim* excluding *Costs* first made against *You* and reported to *Us* during the *Policy Period* shall not exceed the *Indemnity Limit*.

Section 9: Disputes Clause

Any disputes arising from or in connection with this *Policy* shall be governed by the laws of England and Wales.

Disputes arising from or in connection with this *Policy* may be referred by *You* to a recognised mediation service.

Section 10: Contracts (Rights of Third Parties) Act 1999

This contract does not, and is not intended to, confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the contract; and the parties to this contract reserve the right to amend or rescind the contract without giving notice to, or requiring the consent of, any third party.

LEGAL ADVICE HELPLINE

Cover includes a 24 hour legal helpline which provides extensive advice across a broad range of both business and personal legal issues.

The helpline operated by Capita Insurance Services includes a team of approximately 40 experienced solicitors, barristers and legal executives.

The legal helpline service delivers advice to callers in England, Scotland, Wales, Northern Ireland and the Channel Islands. The majority of calls are handled in the main call centre in Colchester, with calls regarding Scottish Law being handled by a legal team in Scotland.

The service offers extensive multilingual capabilities, currently including; French, Gujarati, Greek, Hindi, Italian, Spanish, and Urdu and can also "type talk" facility for callers with hearing difficulties.

To Contact the helpline call 0870 1648 208 quoting reference HL/7/36

SPECIMEN

Our Regulatory Status

This insurance is underwritten by DUAL Corporate Risks Limited (Company No. 4160680) on behalf of Arch Insurance Company (Europe) Limited and distributed by Howden Insurance Brokers Limited trading as Howden acting as their agents. Both DUAL Corporate Risks Limited and Arch Insurance Company (Europe) Limited are authorised and regulated by the Financial Services Authority. These details may be checked by visiting the Financial Services Authority website at www.fsa.gov.uk/register. Alternatively the Financial Services Authority may be contacted on 0845 606 1234.

Both DUAL Corporate Risks Limited and Arch Insurance Company (Europe) Limited are members of the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. 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

The intention is to provide an excellent service to *You*; however, *We* recognise that there may be occasions when *You* feel that this has not been achieved. If *You* are unhappy with any aspect of the service that *You* receive, please contact

The Compliance Officer
Howden
1200 Century Way
Thorpe Park
Leeds
LS15 8ZA

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

If after taking this action *You* are still unhappy with the response please write to:

The Managing Director
DUAL Corporate Risks Limited
8-11 Lime Street
London
EC3M 7AA

If after taking this *You* are still unsatisfied please write to:

Chief Executive Officer
Arch Insurance Company (Europe) Limited
6th Floor Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

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

South Quay Plaza, 183 Marsh Wall London E14 9SR

Telephone – 0845 080 1800

Email – enquiries@financial-ombudsman.org.uk

Website – www.financial-ombudsman.org.uk

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

The existence of this complaints procedure does not affect any right of legal action *You* may have against DUAL Corporate Risks Limited or Arch Insurance Company (Europe) Limited.