

PREAMBLE

In consideration of the Premium having been paid to Underwriters, We agree to pay or indemnify the Association and/or the Assured to the extent and in the manner herein provided.

An Insuring Clause is only operative if stated as such in the Schedule.

The headings of each Insuring Clause, Exclusion or Condition are for ease of identification only.

The General Definitions, General Exclusions and General Conditions of the Certificate apply to all Insuring Clauses in addition to the Definitions, Exclusions and Conditions applicable under each individual Insuring Clause, unless endorsed hereon to the contrary.

SAMPLE

INSURING CLAUSE 1 – EXECUTIVE AND PROFESSIONAL LIABILITY

We agree subject to the terms, limitations, exclusions and conditions of this Certificate to

(a) EXECUTIVE LIABILITY

- (i) pay on behalf of the Assured and as incurred Loss arising from
 - (a) any Claim or Claims made against the Assured during the Period of Insurance by reason of a Wrongful Act committed by the Assured in their capacity of governor, director, council member, officer or trustee
 - (i) of the Association, or
 - (ii) of any Other Concern when the Assured holds such a position at the request, order or direction of the Association
 - (b) Disqualification Proceedings which are first ordered or commissioned during the Period of Insurance
 - (c) the attendance of the Assured at an Investigation which is first ordered or commissioned during the Period of Insurance
 - (d) the attendance of the Assured at any Environmental Proceedings which are first ordered or commissioned during the Period of Insurance within the United Kingdom

except to the extent that such Loss is recoverable by the Assured from the Association under Insuring Clause 1(a)(ii).

- (ii) pay on behalf of the Association and as incurred Loss arising from
 - (a) any Claim or Claims made against the Assured during the Period of Insurance by reason of a Wrongful Act committed by the Assured in their capacity of governor, director, council member, officer or trustee of the Association, or
 - (b) Disqualification Proceedings which are first ordered or commissioned during the Period of Insurance
 - (c) the attendance of the Assured at an Investigation which is first ordered or commissioned during the Period of Insurance
 - (d) the attendance of the Assured at any Environmental Proceedings which are first ordered or commissioned during the Period of Insurance within the United Kingdom

but only if and to the extent that the Association shall be required or permitted to indemnify the Assured pursuant to the law, or by reason of any indemnity clause in the Memorandum or Articles of Association, trust deed, constitution or charter of the Association.

(b) PROFESSIONAL LIABILITY

indemnify the Association or the Assured against Loss arising from any Claim or Claims made against the Association or the Assured during the Period of Insurance by reason of a Wrongful Act committed by

- (i) the Association and/or the Assured, or
- (ii) any Employee, or
- (iii) any other person, firm or company directly appointed by and acting for and on behalf of the Association

in or about the conduct of the Professional Services.

(c) DOCUMENTS

indemnify the Association against Loss notified to Us during the Period of Insurance which arises from the physical destruction or damage, loss or mislaying of any Document which after diligent search cannot be found, in or about the conduct of the Professional Services.

INSURING CLAUSE 2 – EMPLOYMENT LAW PROTECTION

We agree subject to the terms, limitations, exclusions and conditions of this Certificate to

(a) **EMPLOYMENT DISPUTES**

pay on behalf of the Association and/or the Assured and as incurred Loss arising from any Claim or Claims made against the Association and/or the Assured during the Period of Insurance by reason of an Employment Wrongful Act.

(b) **INVESTIGATIONS**

pay on behalf of the Association and/or the Assured and as incurred Loss arising from the Association and/or the Assured, or their representative's attendance at an Investigation which is first ordered or commissioned during the Period of Insurance.

SAMPLE

INSURING CLAUSE 3 – FIDELITY

We agree subject to the terms, limitations, exclusions and conditions of this Certificate to indemnify the Association against Loss which the Association shall, during the Period of Insurance, first discover it has sustained in consequence of any fraudulent or dishonest act committed after the Retroactive Date by an Employee or Employees Acting In Collusion with the manifest intent to obtain improper personal gain for such Employee or for any other party intended by such Employee to receive such gain.

SAMPLE

DEFINITIONS**GENERAL DEFINITIONS APPLICABLE TO THE CERTIFICATE AS A WHOLE**

“Association” shall mean the association stated in the Schedule as such and the Subsidiary Company.

“Claim” shall mean

- (i) any claim form, writ or summons or other application of any description whatsoever or counter claim issued against or served upon the Association or Assured, or
- (ii) any communication or allegation communicated to the Association or Assured

which might result in a Loss.

“Costs and Expenses” shall mean

- (i) all legal costs and expenses reasonably incurred by Us or by the Association or the Assured with Our written consent other than
 - (a) damages and costs awarded against the Association or the Assured
 - (b) remuneration of whatsoever nature due to any committee (and sub-committee) member, director, council member, officer or trustee of the Association or Employee or Assured
- (ii) and, in respect of Insuring Clause 1(b) (Professional Liability), expenditure necessarily incurred with Our written consent in respect of any action taken to mitigate a Loss or potential Loss that otherwise would result in a Claim.

“Employment Wrongful Act” shall mean any actual or alleged

- (i) act or omission resulting in a dispute concerning the employment of the Employee or any prospective Employee, or
- (ii) Retaliatory Treatment

committed or allegedly committed or attempted by

- (a) in respect of Insuring Clause 1 (Executive and Professional Liability), the Assured
- (b) in respect of Insuring Clause 2 (Employment Law Protection), the Association and/or the Assured.

“Excess” shall mean the amount stated in the Schedule in respect of each Insuring Clause other than

- (i) in respect of Insuring Clause 1(a) (Executive Liability) when such amount shall be deemed not to apply
- (ii) in respect of Insuring Clause 1(c) (Documents) when such amount shall be deemed to be £100.
- (iii) in respect of Insuring Clause 2 (Employment Law Protection)
 - (a) in respect of any Loss based upon, arising out of or relating directly or indirectly from, in consequence of or in any way involving the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) or any amendment or re-enactment thereof when such amount shall be deemed to be
 - (i) £10,000
 - or
 - (ii) the amount stated in the Schedule in respect of this Insuring Clause
 whichever is the greater
 - (b) in respect of any other Loss, the amount stated in the Schedule in respect of this Insuring Clause.

“Limit of Indemnity” shall mean

- (i) in respect of Insuring Clause 1 (Executive and Professional Liability), the amount stated in the Schedule in respect of such Insuring Clause, which amount is inclusive of all
 - (a) Loss under Insuring Clause 1(a)(i)(d) and Insuring Clause 1(a)(ii)(d), for which Our total aggregate liability under this Certificate shall not exceed £100,000 during the Period of Insurance
 - (b) Loss in respect of Insuring Clause 1(c) (Documents), for which Our total aggregate liability under this Certificate shall not exceed £10,000 during the Period of Insurance
- (ii) in respect of Insuring Clause 2 (Employment Law Protection), the amount stated in the Schedule in respect of such Insuring Clause
- (iii) in respect of Insuring Clause 3 (Fidelity), the amount stated in the Schedule in respect of such Insuring Clause, which amount is inclusive of all Auditors Fees for which Our total aggregate liability under this Certificate shall not exceed £25,000 during the Period of Insurance.

“Other Concern” shall mean

- (i) any registered association and/or any trade, research, promotional, training or similar association or organisation (whether incorporated or not) existing for any non-profit making purpose, not domiciled, registered or incorporated in the United States of America,
- (ii) any sports, social or similar association or organisation, (whether incorporated or not), established or conducted for the benefit of any Assured or Employee and their families and dependants.

“Our / Us / We” shall mean the Underwriters.

“Period of Insurance” shall mean the period stated in the Schedule and in the event that

- (i) We refuse to renew the cover afforded by this Certificate for reasons other than non-payment of premium to Us or the failure, by the Association and/or the Assured to comply with or observe the terms, provisions and Conditions of this Certificate, or
- (ii) the Association and/or any natural person with effective control of the Association decline to accept the renewal terms offered by Us

a further single period of thirty days from the expiry date of the period stated in the Schedule but only in respect of Loss arising

- (i) under Insuring Clause 1(a) (Executive Liability), from
 - (a) a Wrongful Act committed or allegedly committed or attempted, and/or
 - (b) Disqualification Proceedings which are first ordered or commissioned, and/or
 - (c) an Investigation which is first ordered or commissioned, and/or
 - (d) Environmental Proceedings which are first ordered or commissioned
- (ii) under Insuring Clause 1(b) (Professional Liability), from a Wrongful Act committed or allegedly committed or attempted
- (iii) under Insuring Clause 2 (Employment Law Protection), from
 - (a) an Employment Wrongful Act committed or allegedly committed or attempted, and/or
 - (b) an Investigation which is first ordered or commissioned
- (iv) under Insuring Clause 3 (Fidelity), from a fraudulent or malicious act committed

prior to the expiry of the period stated in the Schedule.

The further period referred to in this Definition is not applicable to the extent that other insurance policies have been purchased with the intention of providing equivalent cover for any part of such period.

“Premium” shall mean the amount stated in the Schedule.

"Proposal" shall mean all information supplied to Us (whether by written, electronic or any other means) for the purpose of effecting this contract of insurance.

"Retaliatory Treatment" shall mean action taken against an Employee on account of such Employee exercising or attempting to exercise his or her rights under law.

"Retroactive Date" shall mean the date specified in the Schedule.

"Terrorism" shall mean any act of terrorism, including but not limited to the use or threat of force or violence, 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 or overthrow any government de jure or de facto and/or put the public or any section of the public in fear.

"Unlawful Association" shall mean any organisation which is engaged in Terrorism and includes any organisation which at any relevant time is a proscribed organisation within the meaning of The Terrorism Act 2000 or any amendment or re-enactment thereof.

"War" shall mean war, invasion, act 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, mutiny or usurped power.

DEFINITIONS APPLICABLE ONLY TO INSURING CLAUSE 1 (EXECUTIVE AND PROFESSIONAL LIABILITY)

In respect of Insuring Clause 1 (Executive and Professional Liability)

"Assured" shall mean any natural person who was or is or may hereafter be

- (i) a committee (or sub-committee) member, director, council member, officer or trustee of the Association or an Employee acting in a managerial or supervisory capacity in the Association, or
- (ii) acting at the request, order or direction of the Association as a committee (or sub-committee) member, director, council member, officer or trustee of the Other Concern, or
- (iii) a Shadow Director,
(other than in any capacity as external auditor, liquidator, receiver, administrator or administrative receiver), or
- (iv) the lawful spouse of any person defined in (i) to (iii) above but only in respect of Loss payable under this Insuring Clause in relation to such person which is by operation of law imputed or transferred to that spouse, or
- (v) the estate, heirs, legal representatives or assigns of any of the foregoing in the event of the death, incompetency, incapacity, bankruptcy or insolvency of that person.

Furthermore, for the purpose of Insuring Clause 1(b) (Professional Liability), if the Assured so requires, We will indemnify any Employee in like manner to the Assured, provided that such persons shall, as though they were the Assured, observe, fulfil and be subject to the terms, conditions and exclusions of the Certificate in so far as they can apply.

"Disqualification Proceedings" shall mean legal action against the Assured pursuant to which the Assured is liable to be disqualified for continuing to be a director or officer of the Association.

"Document" shall mean

- (i) all documents excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities, negotiable instruments and the like,
- (ii) separable program, instruction or data for physical incorporation into any computer system,

belonging to the Association or for which the Association is legally responsible, whilst in the custody of the Assured, or in the custody of any person to or with whom they have been entrusted, lodged or deposited by the Association in the ordinary course of the Professional Services.

“Employee” shall mean any person other than a committee (and sub-committee) member, director, council member or trustee of the Association, who was or is

- (i) under a contract of service or apprenticeship with the Association, or
- (ii) supplied to or hired or borrowed by the Association, or
- (iii) under any work experience or similar scheme (not being a pupil or student of the Association)

whilst employed or engaged by and under the control of the Association in connection with the activities of the Association, or

- (iv) any volunteer working for the Association.

“Environmental Proceedings” shall mean any prosecution, official investigation, examination, inquiry or other proceedings by any official body or institution that is empowered to investigate the affairs of the Association and/or the Other Concern, arising from any actual or alleged Pollution.

“Investigation” shall mean any official investigation, examination, inquiry or other proceedings, other than when arising from any actual or alleged Pollution, by any official body or institution that is empowered to investigate the affairs of the Association and/or the Other Concern.

“Jurisdiction” shall mean those territories stated in the Schedule in respect of this Insuring Clause.

“Loss” shall mean

- (i) for the purpose of Insuring Clause 1(a) (Executive Liability),
 - (a) Costs and Expenses, and
 - (b) for the purpose of Insuring Clause 1(a)(i)(a) and Insuring Clause 1(a)(ii)(a), the Assured's legal liability for damages and costs awarded against the Assured
- (ii) for the purpose of Insuring Clause 1(b) (Professional Liability),
 - (a) the Association's and/or Assured's legal liability for damages and costs awarded against the Association and/or the Assured,
 - (b) Costs and Expenses
- (iii) for the purpose of Insuring Clause 1(c) (Documents), expenditure incurred by the Association in replacement or restoration

resulting from or attributable to the same originating cause.

“Pollution” shall mean the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including (but not limited to) smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste (including, but not limited to, material to be recycled, reconditioned or reclaimed).

“Professional Services” shall mean

- (i) provision and management of
 - (a) domestic rented accommodation
 - (b) domestic leasehold accommodation
 - (c) sheltered housing schemes
 - (d) shared ownership domestic accommodation
 - (e) hostels
- (ii) architectural design, survey and advice to elderly and/or disabled home owners and/or tenants in respect of repair and/or improvement in their homes
- (iii) operation and management of community alarm schemes
- (iv) those services stated in the Schedule.

"Shadow Director" shall mean a person who is deemed to be a shadow director (as defined in Section 714(2) of the Companies Act 1985 (UK) or any amendment or re-enactment thereof) of any company incorporated in the United Kingdom of Great Britain and Northern Ireland, solely by reason of any activity of the Association.

"Subsidiary Company" shall mean any company in respect of which the Association or any other subsidiary company of the Association as at the date when this Insuring Clause became operative controls

- (i) the composition of the board of directors, or
- (ii) more than half of the voting power, or
- (iii) more than half of the issued share capital

and any such company which is subsequently acquired or created and included with Our written consent.

"Wrongful Act" shall mean

- (i) for the purposes of Insuring Clause 1(a) (Executive Liability), any actual or alleged wrongful act committed or attempted by the Assured, or any matter claimed against the Assured solely by reason of him/her serving in that capacity (related or continuous or repeated or causally-connected Wrongful Acts shall constitute a single Wrongful Act),
- (ii) for the purposes of Insuring Clause 1(b) (Professional Liability), any actual or alleged wrongful act or omission resulting in a civil liability.

DEFINITIONS APPLICABLE ONLY TO INSURING CLAUSE 2 (EMPLOYMENT LAW PROTECTION)

In respect of Insuring Clause 2 (Employment Law Protection)

"Assured" shall mean

- (i) any natural person who is or was or may become a committee (or sub-committee) member, director, council member, officer or trustee of the Association or any Employee, but only in their capacity as such
- (ii) any natural person who is or was or may become a committee (or sub-committee) member, director, council member, officer or trustee of any Other Concern, where such position is held at the request, order or direction of the Association, but only in their capacity as such, or
- (iii) the lawful spouse of any person defined in (i) and (ii) above but only in respect of Loss payable under this Insuring Clause in relation to such person which is by operation of law imputed or transferred to that spouse, or
- (iv) the estate, heirs, legal representatives or assigns of any of the foregoing in the event of the death, incompetency, incapacity, bankruptcy or insolvency of that person.

"Benefit Scheme" shall mean any

- (i) superannuation or pension scheme, programme or plan
- (ii) profit sharing, share option or share purchase scheme
- (iii) health and welfare or other Employee benefit plan or trust

established or conducted for the benefit of any Employee and their families and dependants.

"Employee" shall mean any natural person who was or is or may become subject to a contract of service or apprenticeship with the Association.

"Investigation" shall mean any official investigation, examination, inquiry or other proceedings instigated against the Association and/or the Assured by any official body or institution that is empowered to investigate the affairs of the Association and/or the Assured in respect of

- (i) employment discrimination
- (ii) health and safety.

“**Jurisdiction**” shall mean those territories stated in the Schedule in respect of this Insuring Clause.

“**Loss**” shall mean

- (i) in respect of Insuring Clause 2(a) (Employment Disputes),
 - (a) the Association’s and/or the Assured’s legal liability for damages or judgments awarded against them,
 - (b) the Association’s and/or the Assured’s legal liability for legal costs, charges or expenses awarded against them,
 - (c) the premium paid for insurance instruments or bonds which, in certain jurisdictions, are required in order to institute an appeal,
 - (d) Costs and Expenses,
- (ii) in respect of Insuring Clause 2(b) (Investigations), Costs and Expenses

resulting from or attributable to the same originating cause.

“**Markel Employer Helpline**” shall mean employer helpline specialist services provided by Us or on Our behalf.

“**Subsidiary Company**” shall mean any body corporate in respect of which the Association or any other subsidiary company the Association controls, at the time of the Employment Wrongful Act which gives rise to the Claim or Claims or at the time when an Investigation is first ordered or commissioned,

- (i) the composition of the board of directors, or
- (ii) more than half of the voting power, or
- (iii) more than half of the voting issued share capital

Provided always that (unless agreed to the contrary by Us in writing) in respect of a body corporate acquired or created subsequent to the date when this Insuring Clause became operative where the Association’s total number of Employee’s subsequent to such acquisition or creation has increased by more than 10% compared with the number at the inception of the Period of Insurance

- (i) the Association shall notify Us in writing of such acquisition or creation within thirty days thereof, and
- (ii) provide such additional information that We may require, and
- (iii) agree to such terms and/or additional premium as We may require.

DEFINITIONS APPLICABLE ONLY TO INSURING CLAUSE 3 (FIDELITY)

In respect of Insuring Clause 3 (Fidelity)

“**Acting In Collusion**” shall mean all circumstances where two or more Employees are involved or implicated together or assist each other materially in committing acts of fraud or dishonesty.

“**Auditor’s Fees**” shall mean the costs of any special professional audit necessarily incurred with Our written consent solely to formulate the amount of loss of Money or Goods.

“**Employee**” shall mean any natural person who was or is or may subsequently become

- (i) a director or equity partner of the Association and whose shareholding or financial interest does not exceed 5% of the Association’s equity
- (ii) subject to a contract of service or apprenticeship with the Association, or
- (iii) supplied to or hired or borrowed by the Association, or
- (iv) engaged under any work experience or similar scheme

whilst employed or engaged by and under the control of the Association in connection with the activities of the Association and

- (v) a governor, director, council member, officer or trustee of the Association.

“Loss” shall mean

- (i) loss of Money or Goods
- (ii) Auditor’s Fees

resulting from or attributable to the same originating cause.

Provided always that, all acts of fraud or dishonesty committed by any one Employee or Employees Acting in Collusion shall be deemed to be one Loss.

“Money or Goods” shall mean stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal order, money orders, securities and the like and tangible property belonging to the Association or for which the Association is legally liable.

“Subsidiary Company” shall mean any company in respect of which the Association or any other subsidiary company of the Association as at the date when this Insuring Clause became operative controls

- (i) the composition of the board of directors, or
- (ii) more than half of the voting power, or
- (iii) more than half of the issued share capital

and any such company which is subsequently acquired or created and included with Our written consent.

SAMPLE

LIMIT AND EXCESS

Our total aggregate liability under each Insuring Clause of this Certificate in the Period of Insurance in respect of all Loss shall not exceed the Limit of Indemnity irrespective of the number of claimants, claims, individuals, entities or other multiple elements involved.

We shall only be liable for that part of the Loss which exceeds the Excess

In respect of Loss under Insuring Clause 2 (Employment Law Protection) such Excess shall be applied to each Claim made against the Association and/or the Assured by or on behalf of each Employee.

SAMPLE

EXCLUSIONS**GENERAL EXCLUSIONS APPLICABLE TO THE CERTIFICATE AS A WHOLE**

We shall not be liable to pay or indemnify the Association or the Assured against Loss

(1) FINES AND PENALTIES

to the extent of any

- (a) fine or penalty
- (b) non-compensatory damages.

(2) OTHER INSURANCE

in respect of which the Association or the Assured are entitled to indemnity under any other insurance.

Notwithstanding the above this Certificate shall, in respect of Insuring Clause 1(a) (Executive Liability) and Insuring Clause 2 (Employment Law Protection), contribute in excess of such other insurance, provided always that if such other insurance is also provided by Us the Limit of Indemnity under this Certificate shall be deemed reduced by any amount payable under such other insurance.

(3) LEGAL ACTION

- (a) where action for damages is brought in a court of law outside the Jurisdiction, and/or
- (b) where Costs and Expenses arise outside the Jurisdiction, and/or
- (c) where action is brought in a court of law within the Jurisdiction to enforce a foreign judgment, whether by way of reciprocal agreement or otherwise.

(4) RADIOACTIVE CONTAMINATION OR EXPLOSIVE NUCLEAR ASSEMBLIES

brought about by or contributed to by or consequent upon

- (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
- (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
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(5) WAR RISKS AND TERRORISM

based upon, arising out of or relating directly or indirectly from, in consequence of or in any way involving

- (a) War and/or Terrorism
- (b) any action taken in controlling, preventing or suppressing War and/or Terrorism
- (c) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association

regardless of any other cause or event contributing concurrently or in any other sequence to such Loss.

Provided always that if We allege that by reason of this Exclusion, any Loss is not covered by this Certificate the burden of proving the contrary shall be upon the Association and/or the Assured.

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

(6) FUNDING EXCLUSION

which result directly or indirectly from any dispute between the Association or the Assured and any provider of finance or funds in relation to the Association's legal entitlement to, or procurement of, such finance or funds for the Association.

(7) SANCTIONS

to the extent that the provision of such payment or indemnity would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America

EXCLUSIONS APPLICABLE ONLY TO INSURING CLAUSE 1 (EXECUTIVE AND PROFESSIONAL LIABILITY)

We shall not be liable to pay or indemnify the Association and/or the Assured against Loss under Insuring Clause 1 (Executive and Professional Liability)

(7) EMPLOYERS LIABILITY

which result

- (a) directly or indirectly from bodily injury, mental injury, shock, sickness, disease, death, or
- (b) other than in respect of Insuring Clause 1(a) (Executive Liability), emotional distress

sustained by any Employee arising out of and in the course of his/her employment by the Association and,

- (c) for the purpose of Insuring Clause 1(b) (Professional Liability) from any breach of any obligation owed by the Charity as an employer to any Employee or prospective Employee.

(8) DISHONEST AND MALICIOUS ACTS

- (a) under Insuring Clause 1(a) (Executive Liability), arising out of any actual dishonesty, fraud or malicious conduct of the Assured
- (b) other than under Insuring Clause 1(a) (Executive Liability), which result from any dishonest, fraudulent, criminal or malicious act or omission committed by any person after the discovery of reasonable cause for suspicion of such act or omission in relation to that person
- (c) other than under Insuring Clause 1(a) (Executive Liability) and Insuring Clause 1(c) (Documents), for a mysterious disappearance or unexplained shortage or shortages

Furthermore,

- (a) no person committing or condoning a dishonest, fraudulent, malicious or (other than in respect of Insuring Clause 1(a) (Executive Liability)) criminal act or omission shall be entitled to indemnity under this Certificate
- (b) the following shall be deducted from any amount payable by Us
 - (i) any monies which but for such act would be due from the Association to the person committing or condoning such act
 - (ii) any monies held by the Association and belonging to such person
 - (iii) any monies recovered following action in accordance with General Condition 3 (Subrogation) of this Certificate.

(9) CIRCUMSTANCES KNOWN AT INCEPTION

brought about by, or contributed to, or consequent upon any circumstances existing prior to the date when this Insuring Clause became operative and which the Association or the Assured ought reasonably to have known might give rise to a Loss.

(10) RETROACTIVE DATE

resulting from the activities of the Association and/or the Assured, prior to the Retroactive Date.

(11) POLLUTION

based upon, arising out of or relating directly or indirectly from, in consequence of or in any way involving Pollution

- (a) other than under Insuring Clause 1(a)(i)(d) and Insuring Clause 1(a)(ii)(d),
- (b) unless, under Insuring Clause 1(b) (Professional Liability), such Claim or Claims result from negligent advice, design, specification or formula.

(12) BODILY INJURY/PROPERTY DAMAGE

arising from any Claim or Claims

- (a) for bodily injury, mental injury, emotional distress, shock, sickness, disease or death sustained by any person, other than emotional distress arising from
 - (i) any libel, slander or defamation, or
 - (ii) where Insuring Clause 2 (Employment Law Protection) is inoperative, Employment Wrongful Act
- (b) for any loss, damage or destruction of property, including loss of use thereof (other than as provided by Insuring Clause 1(c) (Documents))

unless, in respect of Insuring Clause 1(b) (Professional Liability), such Claim directly results from negligent advice, design, specification or formula.

(13) PENSION FUNDS

resulting directly from the Assured acting in the capacity as trustee or administrator of any pension, retirement or superannuation scheme or programme.

EXCLUSIONS APPLICABLE ONLY TO INSURING CLAUSE 1(a) (EXECUTIVE LIABILITY)

We shall not be liable to pay or indemnify the Association and/or the Assured against Loss under Insuring Clause 1(a) (Executive Liability)

(14) EMPLOYMENT DISPUTES

resulting from

- (a) an Employment Wrongful Act
- (b) an Investigation in respect of
 - (i) employment discrimination
 - (ii) health and safety

if Insuring Clause 2 (Employment Law Protection) is stated as being operative in the Schedule.

(15) TAKEOVER AND MERGER

resulting from

- (a) any Wrongful Act of the Assured occurring, or
- (b) any Disqualification Proceedings, Investigation or Environmental Proceedings instigated subsequent to the effective date of the takeover or merger of the Association by or with any other person.

(16) PROFESSIONAL DUTY TO THIRD PARTIES

arising from any Claim or Claims made by any third party for any breach of any professional duty owed to such third party.

(17) REMUNERATION

to the extent of any remuneration of whatever nature due to the Assured or Employee.

EXCLUSIONS APPLICABLE ONLY TO INSURING CLAUSE 1(b) (PROFESSIONAL LIABILITY)

We shall not be liable to pay or indemnify the Association and/or the Assured against Loss under Insuring Clause 1(b) (Professional Liability)

(18) PROPERTY

which result directly or indirectly from the ownership, possession or use by or on behalf of the Association and/or the Assured of any

- (a) machinery and plant, aircraft, watercraft, vessel or mechanically propelled vehicle
- (b) land, buildings, premises or civil engineering structure or that part of any building leased, occupied or rented by the Association and/or the Assured or any other property belonging to or in the care, custody or control of the Association and/or Assured other than where such land, buildings, premises or civil engineering structure is owned, used or occupied by or in the possession of the Association and/or the Assured for the sole or dominant purpose of performing its Professional Services for any customer, client or third party or which forms part of any permanent or temporary works of any contract in which the Association and/or the Assured is involved.

(19) CONTRACTUAL LIABILITY

resulting from

- (a) any agreement by the Association and/or by the Assured to pay penalties or liquidated damages
- (b) any collateral warranties, duty of care agreements or similar agreements entered into by the Association and/or the Assured

in so far as liability under such agreement exceeds the Association's and/or the Assured's liability in the absence of such agreement.

(20) CONSORTIA AND JOINT VENTURES

resulting from the Association's or the Assured's associations whilst acting in consortia or joint venture with others, other than in respect of Loss(es) arising from the Association's or the Assured's own acts or omissions.

(21) PRODUCTS

resulting from or relating to goods or products, other than a completed building or civil engineering structure or a sub assembly or integral part thereof, (regardless of any contradicting definition of "product" contained in any EU directive or legislation) sold, supplied, repaired, altered, manufactured, installed or maintained by the Association and/or the Assured.

(22) TRADING LOSS

as a result of or in connection with any trading losses or liabilities or any debts incurred by any business managed by or carried on by the Association or the Assured.

(23) ESTIMATES AND TENDERS

which result directly or indirectly from the provision by the Association and/or the Assured of any estimate or estimates of construction (except where such estimate or estimates are compiled by professionally qualified quantity surveyors) and/or the deliberate decision by the Association and/or the Assured to tender for a contract at less than economic terms for commercial or goodwill reasons.

(24) FINANCIAL INTEREST

arising from any Claim or Claims made against the Association and/or the Assured by

- (a) any parent or subsidiary company, or
- (b) any person or entity having a financial, executive or controlling interest in the operation of the Association and/or the Assured, or
- (c) any company or entity in which the Association and/or the Assured has a financial, executive or controlling interest

unless such Claim or Claims are for an indemnity or contribution in respect of a Claim made by an independent third party against such company, person or entity.

(25) **INSURANCE AND FINANCE**

which result directly or indirectly from

- (a) the effecting or failure to effect or maintain insurance
- (b) the provision of finance and/or advice on any financial matters

(26) **SURVEY AND VALUATION WORK**

resulting from any Claim or Claims directly or indirectly arising out of surveys and/or valuations carried out for the purpose of sale or purchase.

(27) **DEFECTIVE WORKMANSHIP**

arising from

- (a) defective workmanship relating to physical works of construction, or
- (b) the supervision by the Association and/or the Assured of its own or its subcontractor's work where such supervision is undertaken in its capacity as a building or engineering contractor while working to designs prepared and provided other than by or on behalf of the Association.

(28) **ASSOCIATION v. ASSURED**

arising from any Claim or Claims made against the Assured by or on behalf of the Association.

EXCLUSIONS APPLICABLE ONLY TO INSURING CLAUSE 1(c) (DOCUMENTS)

We shall not be liable to pay or indemnify the Association and/or the Assured against Loss under Insuring Clause 1(c) (Documents)

(29) **LOSS OF DATA**

arising directly or indirectly from the failure or inefficacy of any program, instruction or data processing device, equipment or system occasioned other than through its physical destruction or damage.

EXCLUSIONS APPLICABLE ONLY TO INSURING CLAUSE 2 (EMPLOYMENT LAW PROTECTION)

We shall not be liable to pay or indemnify the Association and/or the Assured against Loss under Insuring Clause 2 (Employment Law Protection)

(30) **DISHONEST OR FRAUDULENT CONDUCT**

arising out of the Association's and/or the Assured's actual dishonest or fraudulent conduct.

(31) **DELIBERATE ACTS**

resulting from the Association's and/or the Assured's wanton, wilful, reckless or intentional disregard of any employment legislation.

Provided always that the wanton, wilful, reckless or intentional disregard of one Assured shall not be imputed to another Assured.

(32) **VOLUNTARY ASSUMPTION OF LIABILITY**

based upon, arising out of or resulting directly or indirectly from the Association's and/or the Assured's voluntary assumption of liability for any act or omission of whatsoever nature of any other person.

(33) **VOLUNTEERS**

resulting from a Claim or Claims brought by or on behalf of any volunteer working for the Association.

(34) **CIRCUMSTANCES KNOWN AT INCEPTION**

brought about by, or contributed to, or consequent upon any circumstances existing prior to the date when this Insurance Clause became operative and which the Association and/or the Assured ought reasonably to have known might give rise to a Loss.

(35) **BODILY INJURY/PROPERTY DAMAGE**

arising from any Claim or Claims

- (a) for bodily injury, mental injury, emotional distress, shock, sickness, disease or death sustained by any person (other than emotional distress arising from any libel, slander, defamation or Employment Wrongful Act), or
- (b) for any loss, damage or destruction of property, including loss of use thereof.

(36) **TAKEOVER, MERGER OR LIQUIDATION**

resulting from any Employment Wrongful Act occurring or Investigation instigated subsequent to

- (a) the effective date of the takeover or merger of the Association by or with any other person
- (b) the appointment of a liquidator, trustee, receiver or any other similar officer.

(37) **FAILURE TO ADAPT PREMISES OR WORKING METHODS**

other than in respect of Costs and Expenses, based upon, arising out of or resulting directly or indirectly from any obligation to adjust or adapt any premises or working methods to meet the needs of a person with a disability.

(38) **REMUNERATION, REDUNDANCY AND BENEFITS**

to the extent of any payment due to the Employee by the Association or Assured in accordance with

- (a) the Employee's contract of employment with the Association or Assured
- (b) any requirements or duties imposed under law, common or statutory, of any country, state or jurisdiction
- (c) any Benefit Scheme or the failure to contribute to, fund, reimburse or make payment in connection with such Benefit Scheme.

(39) **NON-PECUNIARY RELIEF**

other than in respect of Costs and Expenses, resulting directly or indirectly from the cost of compliance with any order for, grant of or agreement to provide injunctive or non-pecuniary relief.

(40) **DISPUTES BETWEEN ASSUREDS**

arising from a dispute concerning the dissolution of any partnership agreement between any two or more Assureds.

EXCLUSIONS APPLICABLE ONLY TO INSURING CLAUSE 3 (FIDELITY)

We shall not be liable to pay or indemnify the Association against Loss under Insuring Clause 3 (Fidelity)

(41) **CONSEQUENTIAL LOSS**

for or arising from loss of interest, loss or profits or any kind of consequential loss.

(42) **UNEXPLAINED SHORTAGES**

dependent solely upon a mysterious disappearance or unexplained shortage or shortages.

(43) DISHONEST AND MALICIOUS ACTS

- (a) in consequence of any fraudulent or dishonest act committed by an Employee whose shareholding or financial interest exceeds 5% of the Association's equity
- (b) which result from any fraudulent or dishonest act or omission committed by any person after the discovery of reasonable cause for suspicion of such act or omission in relation to that person

Furthermore, the following shall be deducted from any amount payable by Us

- (a) any monies which but for such act would be due from the Association to the person committing or condoning such act
- (b) any monies held by the Association and belonging to such person
- (c) any monies recovered following action in accordance with General Condition 3 (Subrogation) of this Certificate.

(44) BREACH OF WARRANTY/CONDITION

which is rejected under any other insurance effected by or on behalf of the Association due to a breach of warranty, term or condition thereunder by the Association.

(45) CIRCUMSTANCES KNOWN AT INCEPTION

brought about by, or contributed to, or consequent upon any circumstances existing prior to the date when this Insuring Clause became operative and which the Association ought reasonably to have known which might give rise to a Loss.

(46) RETROACTIVE DATE

arising from fraudulent or malicious acts committed prior to the Retroactive Date.

(47) TERRITORIAL LIMITS

arising elsewhere than in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

(48) TAKEOVER AND MERGER

resulting from a fraudulent or dishonest act committed subsequent to

- (a) the effective date of the takeover or merger of the Association by or with any other person
- (b) the appointment of a liquidator, trustee, receiver or any other similar officer.

CONDITIONS

GENERAL CONDITIONS APPLICABLE TO THE CERTIFICATE AS A WHOLE

1. CLAIMS NOTIFICATION

- (a) The Association or Assured as a condition precedent to their right to payment or indemnity under this Certificate shall give Us immediate notice in writing during the Period of Insurance of
- (i) any Claim made against the Association or Assured,
 - (ii) the receipt of any notice of an intention to make a Claim against the Association or Assured,
 - (iii) the discovery of any act of fraud or dishonesty by any Employee or any reasonable cause for suspicion of fraud or dishonesty by an Employee,
 - (iv) any circumstances of which the Association or Assured shall become aware which is likely to give rise to a Claim against the Association or Assured, or the instigation of Disqualification Proceedings, Investigation or Environmental Proceedings, or the seeking by the Association or Assured of any payment or indemnity under this Certificate, giving reasons for the anticipation of such Claim, Disqualification Proceedings, Investigation or Environmental Proceedings, or request for payment or indemnity, together with full particulars as to dates and persons involved.

Such notice having been given as required by (ii) or (iv) above, any subsequent Claim made, or any Disqualification Proceedings, Investigation, Environmental Proceedings instigated, or request for payment or indemnity shall be deemed to have been made or instigated during the Period of Insurance.

In respect of Insuring Clause 1(a) (Executive Liability), such Claim having been notified as required by (i) above, or having arisen from such circumstance notified as required by (ii) or (iv) above, the Assured shall then, subject to Our written consent, have the right to appoint any appropriately qualified legal representative to deal with that Claim.

- (b) The Association or Assured as a condition precedent to their right to payment or indemnity under this Certificate shall
- (i) give Us such information and co-operation as We may reasonably require,
 - (ii) take no action which might prejudice Us,
 - (iii) take all reasonable steps to prevent further loss
 - (iv) where an indemnity is being sought under Insuring Clause 3 (Fidelity), at their own expense supply Us with full written details of their Loss and all such proof of the correctness of their request for indemnity as we may require within three months (or such other period as We may agree in writing) of the discovery of any act of fraud or dishonesty by any Employee or any reasonable cause for suspicion of fraud or dishonesty by an Employee
- (c) Any payment or indemnity for expenditure incurred by the Association in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to Our approval.

2. CLAIMS HANDLING

The Association or Assured as a condition precedent to their right to payment or indemnity under this Certificate shall not admit liability for or settle any Claim or incur any Costs or Expenses in connection therewith or in connection with any Disqualification Proceedings, Investigation or Environmental Proceedings without Our written consent.

We shall be entitled at any time to pay to the Association or Assured (as the case may be) the Limit of Indemnity (or as much of it as remains available), or any lesser sum for which any Loss can be settled, whereupon We shall be under no further liability to that Association or Assured in respect of such Loss.

The Association or Assured shall be entitled at their own risk to contest any Claim or legal proceedings which in Our opinion should be compromised or settled provided that We shall not be liable for any Loss incurred directly or indirectly as a result of the Association's or Assured's refusal to compromise or settle such Claim or legal proceedings.

In respect of Insuring Clause 1(a) (Executive Liability) it is the duty of the Association or Assured to defend any Claim, Disqualification Proceedings, Investigation or Environmental Proceedings. We have the right, but not the obligation, to actively associate with the Association or Assured in the settlement or handling of any Claim, Disqualification Proceedings, Investigation or Environmental Proceedings.

Other than in respect of Insuring Clause 1(a) (Executive Liability)

- (a) We shall be entitled to take over and conduct in the name of Association or Assured the defence or settlement of any Claim or Loss
- (b) The Association or Assured shall not be required to contest any legal proceedings unless a mutually agreed counsel shall advise that such proceedings should be contested.

3. **SUBROGATION**

We shall be subrogated to all the Association's or Assured's rights of recovery against any person before or after any payment or indemnity under this Certificate.

We agree not to exercise any such rights against any committee (and sub-committee) member, director, council member, officer, trustee or Employee of the Association unless the Claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the committee (and sub-committee) member, director, council member, officer, trustee or Employee.

The Association or Assured shall give all such assistance in the exercise of rights of recovery as We may reasonably require.

4. **SEVERABILITY**

Other than in respect of Insuring Clause 3 (Fidelity), nothing in the Proposal or otherwise known or done by any Assured shall be imputed to any other natural person in determining any right or obligation of an Assured under this Certificate. In no case shall an Assured be prevented from pursuing any point in his or her defence only because it is inimical to the interests of any other Assured.

5. **PREMIUM PAYMENT**

When premium payment has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities and notwithstanding any other conditions in relation to cancellation it is hereby understood and agreed that

- (i) in the event of payment of any instalment to such premium finance company being overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by the Association or, in respect of Insuring Clause 1(a) (Executive Liability) Assured, under the terms of the signed and dated Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to Us during the Period of Insurance
- (ii) all premiums due or returned shall be processed by the premium finance company in accordance with the signed and dated Credit Agreement.

6. **FRAUDULENT CLAIMS**

If The Association or the Assured makes any request for payment or indemnity under this Certificate knowing it to be fraudulent in any respect, then We:

- (a) are not liable to pay or indemnify The Association or the Assured in respect of the fraudulent request, and
- (b) may recover from The Association or the Assured any sums paid to The Association or the Assured in respect of the fraudulent request, and
- (c) may by notice to The Association or the Assured treat this Certificate as having been terminated with effect from the time of the fraudulent act.

Furthermore,

- (d) if We exercise Our right under (c) above:
 - (i) We shall not be liable to The Association or the Assured in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the Certificate (such as a Loss, Claim, an occurrence of Damage, request for payment or indemnity or the notification of any Claim or circumstance), and
 - (ii) We need not return any of the Premium paid.

- (e) where this Certificate provides cover for any person who is not a party to this contract of insurance (a 'Covered Person'), and a fraudulent request for payment or indemnity is made under the Certificate by or on behalf of the Covered Person, We may exercise Our rights set out in (a), (b) and (c) above as if there were an individual contract of insurance between Us and the Covered Person. However, the exercise of any of those rights shall not affect the cover provided under this Certificate for any other person.

Provided always that,

- (f) in respect of Insuring Clause 1 (Executive Liability),
- (i) We shall only exercise Our rights as set out in (a) and (b) above against the Association or Assured making the fraudulent request for payment or indemnity
 - (ii) We shall not exercise Our rights as set out in (c) above.
- (g) Nothing in this General Condition (6) is intended to vary the position under the Insurance Act 2015.

If the Association or Assured makes any request for payment or indemnity under this Certificate knowing it to be false or fraudulent in any respect, this Certificate shall (unless We determine otherwise) be void and all payment and/or indemnity hereunder shall be forfeited in respect of such Association or Assured.

Notwithstanding the above, in respect of Insuring Clause 1(a) (Executive Liability), such forfeiture shall only apply to the Association or Assured making such false or fraudulent request for payment or indemnity.

7. **LAW OF CONTRACT**

The contract of insurance evidenced by this Certificate shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

8. **NOTICE**

Notice under this Certificate shall be deemed duly given

- (a) by any person to Us if sent by first class prepaid post or fax to Markel (UK) Limited, at the address specified in the NOTICE TO THE ASSOCIATION OR ASSURED of this Certificate, or such other address as has been notified to that person for the purpose from time to time,
- (b) to the Association or Assured if sent by post to the last known address thereof.

9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof 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 other than by virtue of this Act

(10) **BREACH OF TERMS NOT RELEVANT TO THE ACTUAL LOSS**

Where:

- (a) there has been a failure to comply with a term (express or implied) of this Certificate, other than a term that defines the risk as a whole, and
- (b) compliance with such terms would tend to reduce the risk of loss
 - (i) of a particular kind, and/or
 - (ii) at a particular location, and/or
 - (iii) at a particular time

We cannot rely on the breach of such term to exclude, limit or discharge Our liability under this Certificate if The Association or the Assured show that the failure to comply with such term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

(11) BREACH OF THE DUTY OF FAIR PRESENTATION

- (a) if, prior to entering into this insurance contract, The Association or the Assured shall breach the duty of fair presentation, the remedies available to Us are:
- (i) if the breach of the duty of fair presentation is deliberate or reckless:
 - (1) We may avoid the Certificate and refuse all requests for payment or indemnity, and
 - (2) We need not return any of the Premium paid
 - (ii) if the breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if The Association or the Assured had complied with the duty of fair presentation
 - (1) if We would not have entered into the contract of insurance at all We may avoid the Certificate and refuse all requests for payment or indemnity and will return the Premium paid
 - (2) if We would have entered into the contract of insurance but on different terms (other than terms relating to the Premium), the contract will be treated as if it had been entered into on those different terms from the outset
 - (3) in addition, if We would have entered into the contract but would have charged a higher premium We may proportionately reduce the amount to be paid under this Certificate and, if applicable, any amount already paid in the same proportion as the premium we would have charged bears to the premium actually charged
- (b) if, prior to entering into a variation of this contract of insurance, The Association or the Assured shall breach the duty of fair presentation, the remedies available to Us are:
- (i) if the breach of the duty of fair presentation is deliberate or reckless:
 - (1) We may by notice to The Association or the Assured treat this Certificate as having been terminated from the time when the variation was concluded, and
 - (2) We need not return any of the Premium paid
 - (ii) if the breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if The Association or the Assured had complied with the duty of fair presentation
 - (1) if We would not have agreed to the variation at all We may treat the contract as if the variation was never made and will return any extra premium paid
 - (2) if We would have agreed to the variation but on different terms (other than terms relating to the Premium), the variation will be treated as if it had been entered into on those different terms from the outset
- in addition:
- (3) if, either
 - (i) We would have increased the premium by more than We did or at all, or
 - (ii) We would not have reduced the premium as much as We did or at all, then
- We may proportionately reduce the amount to be paid under this Certificate arising out of events after the variation

Provided always that nothing in this General Condition (11) is intended to vary the position under the Insurance Act 2015.

CONDITIONS APPLICABLE ONLY TO INSURING CLAUSE 1(a) (EXECUTIVE LIABILITY)**12. INSTRUCTIONS**

Neither the Association nor the Assured shall have the right to require cancellation of Insuring Clause 1(a) (Executive Liability) of this Certificate or any material reduction in cover afforded hereunder, and any such cancellation or reduction sought shall be granted only at and to the extent of Our absolute discretion and shall not be effected unless and until We are reasonably satisfied that such cancellation or reduction has been sanctioned by all Assureds whose rights under Insuring Clause 1(a) (Executive Liability) of this Certificate at that time are or may be affected thereby.

CONDITIONS APPLICABLE ONLY TO INSURING CLAUSE 2 (EMPLOYMENT LAW PROTECTION)**13. CANCELLATION**

Insuring Clause 2 (Employment Law Protection) may be cancelled by Us or on Our behalf by giving the Association thirty days written notice and the Premium hereon shall be adjusted on the basis that We receive or retain pro rata premium.

14. TUPE

The Association as a condition precedent to their right to payment or indemnity under Insuring Clause 2 (Employment Law Protection) shall, in any matter to which the terms of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) or any amendment or re-enactment thereof apply, consult and follow the advice of the Markel Employer Helpline.

CONDITIONS APPLICABLE ONLY TO INSURING CLAUSE 3 (FIDELITY)**15. RECOVERY**

We shall apply any recovery of Loss under Insuring Clause 3 (Fidelity) in the following order

- (a) any Loss incurred by the Association over and above the relevant Limit of Indemnity which would otherwise have fallen within the terms and conditions of this Insuring Clause
- (b) the total Loss paid by Us
- (c) any Excess borne by the Association

The total amount recovered is to be applied, as far as it will go, to items (a), (b) and (c) in that order, and the Association and Underwriters shall make whatever settlement is necessary between them to reflect this.

16. CANCELLATION

Insuring Clause 3 (Fidelity) may be cancelled by Us or on Our behalf by giving the Association thirty days written notice and the Premium hereon shall be adjusted on the basis that We receive or retain pro rata premium.

17. DEDUCTION FROM LOSS

In respect of Loss under Insuring Clause 3 (Fidelity), all monies which, but for the fraud or dishonesty of the Employee would become payable to him by the Association and any monies recovered from the Employee by the Association shall be deducted from the Loss.

NOTICE TO THE ASSOCIATION OR ASSURED

COMPLAINTS

If at any time you have any query or complaint regarding your contract of insurance, you should in the first instance refer to your Insurance Broker or other intermediary or advisor, if any.

If your problem cannot be resolved in this way, please write to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS quoting your Certificate Number.

If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ.

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

SAMPLE