

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number AB009460 R to the undersigned by certain Underwriters at Lloyd's whose names and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and by certain Insurance Companies, whose names and the proportions underwritten by them appear below, (all of whom are hereinafter referred to as "Underwriters"), and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not one for another, their Heirs, Executors and Administrators and in respect of his due proportion only, to insure in accordance with the terms and conditions contained herein or endorsed herein. UNDERWRITERS hereby agree, to the extent and in the manner hereinafter provided, to indemnify the Assured in accordance with the terms and conditions contained hereunder or endorsed hereon.

PROVIDED always that:

- (1) the liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf the Underwriters;
- (2) the liability of each of the Insurers individually in respect of such loss shall be limited to the proportion set against its name.

SCHEDULE

CERTIFICATE NO: PP117340Y

1. Name of Assured: Chris Raison Associates Limited
2. Address of Practice:
7 Riverford Croft
Coventry
CV4 7HB
3. Period of Insurance:
From: 16 August 2001
To: 15 August 2002
both days inclusive
4. Limit of Liability any one claim and in the aggregate. £2,000,000
5. The excess which the Assured shall bear in respect of Each and Every claim:
£1,000 but reducing to £250 Each and Every claim in respect of defence costs and expenses but £2,500 Each and Every claim but reducing to £1,000 Each and Every claim in respect of defence costs and expenses in respect of Building Surveying.

6. Retroactive Date: 16 August 1999
7. Premium: £1,608.00
inclusive of Insurance Premium Tax at 5.00%
8. Date of questionnaire: 01 July 1999
9. Person to notify of Loss in accordance with CONDITIONS 1.(a)(i):

Richard Moody
Reynolds Porter Chamberlain
278/282 High Holborn
London
WC1V 7HA

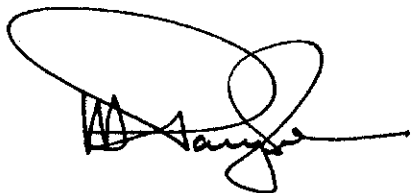
10. Several Liability Notice - LSW 1001 (Insurance)

The subscribing Insurer's obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

All enquiries should be addressed to Howden Spear Gulland Ltd.

IN WITNESS WHEREOF this Certificate has been signed as follows:

69.047% Certain Underwriters at Lloyd's as evidenced by Contract No AB 009460R
19.048% Trenwick International Limited
11.905% Royal & Sun Alliance



by MARK PANGBORN
DIRECTOR

Dated 27 July 2001



Attaching to and forming part of Certificate Number PP117340Y

Endorsement No. 1

With effect from 16 August 2001

It is hereby understood and agreed that the Certificate to which this endorsement attaches is amended as follows:-

1. The words "and in the aggregate" are deleted from Item 4. of the Schedule;
2. The words "in the aggregate" are deleted from, and the following Proviso is added to the INSURING CLAUSE 1.:

"The liability of the Insurers in respect of all claims arising out of the same negligent, error or omission or a series of such acts consequent upon on attributable to the same cause or original source shall be limited in the aggregate during any one period of insurance to the amounts stated in the Schedule.
3. The words "any claim or claims" are deleted in the first line of INSURING CLAUSE 1(a) and are replaced with "any one claim".
4. The word "aggregate" is deleted from, and the following Proviso is added to the paragraph commencing "FURTHER it is understood and agreed....." under INSURING CLAUSE 1., immediately after the word "schedule":

"for any one claim."
5. In respect of the Loss of Documents Extension, Libel and Slander Extension and Collateral Warranties Extension where the words "aggregate liability" appear, they are replaced with:

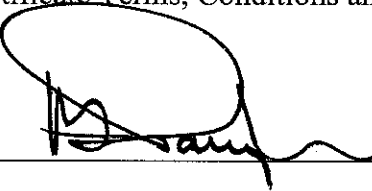
"liability for any one claim".
6. The Proviso "amended to reflect an aggregate limit of indemnity" in the note appended to the Collateral Warranties Extension is deleted.
7. Notwithstanding the provisions of this endorsement in the event of Insurers agreeing to amend the provisions of exclusion 9 the liability of the insurers in respect of any liability for:
 - (1) Personal injury or Bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
 - (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.

shall not exceed in the aggregate for all claims under this Certificate the sum stated in item 4. of the schedule



Additional premium: £51.60 (inclusive of 5.00% Insurance Premium Tax).

All other Certificate Terms, Conditions and Exclusions remain unchanged.

Signed:  _____

The signature is a cursive, handwritten name in black ink, written over a solid horizontal line. The signature appears to be 'M. Sam' or similar, with a large loop at the beginning.

Dated: 27 July 2001



Attaching to and forming part of Certificate Number PP117340Y

Endorsement No. 2

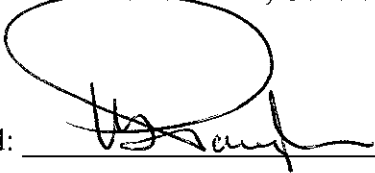
With effect from 18 February 2002

It is hereby understood and agreed that the Certificate to which this endorsement attaches is amended as follows:-

1. Name of Assured: Chris Raison Associates
and/or Raison Foster Associates Limited

Additional premium: £0.00 (inclusive of 5.00% Insurance Premium Tax).

All other Certificate Terms, Conditions and Exclusions remain unchanged.

Signed:  _____

Dated: 14 March 2002



Attaching to and forming part of Certificate Number PP117340Y

Endorsement No. 3

With effect from 18 February 2002

It is hereby understood and agreed that the retroactive date in respect of Raison Foster Associates Limited is 18th February 2002.

Additional premium: £0.00 (inclusive of 5.00% Insurance Premium Tax).

All other ~~Certificate Terms~~, Conditions and Exclusions remain unchanged.

Signed: _____

Dated: 14 March 2002

ENGINEERING COUNCIL PROFESSIONAL INDEMNITY SCHEME

THIS IS A CLAIMS MADE CERTIFICATE

PREAMBLE

WHEREAS the person or persons Firm or Company named in the Schedule (hereinafter referred to as "the Assured," which term shall include his/their executors or personal representatives) has/have submitted a written questionnaire or renewal declaration containing particulars and statements which (together with any other information which may have been supplied) it is agreed shall be the basis of this contract and are to be considered as incorporated herein and in consideration of the premium stated in the Schedule.

INSURING CLAUSE

1. NOW THEREFORE, WE, the Underwriters, hereby agree to indemnify the Assured up to but not exceeding in the aggregate the sum stated in the Schedule for:-

- a) any sum or sums which the Assured may become legally liable to pay arising from any claim or claims made against them during the period stated in the Schedule as a result of any breach of duty of care in the conduct of their Professional Business, by the Assured or any person employed by the Assured,
- b) the liability of the Insured arising under a decision of an adjudicator relating to claims made against the Insured referred to adjudication in accordance with an adjudication clause contained in a contract ("the Contract"), or implied by law in a contract, to comply with the Housing Grants, Construction & Regeneration Act 1996 or other similar adjudication clause subject always to the Assured complying with CONDITIONS 2., SPECIAL NOTIFICATION PROVISIONS contained in the Certificate.

FURTHER it is understood and agreed that the Underwriters will pay the costs and expenses incurred with the Underwriters' written consent in the defence and/or settlement of any claim or adjudication provided Underwriters' total aggregate liability shall not exceed the sum insured stated in the schedule.

PROVIDED ALWAYS THAT the Underwriters shall be liable only, in respect of any claim hereunder, for the part of the claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred by Underwriters investigating and defending the claim) which exceeds the amounts stated as "the Excess" in the Schedule. It being understood and agreed that if any expenditure is incurred by the Underwriters which, by virtue of this clause, is the responsibility of the Assured then such amount shall be reimbursed to the Underwriters by the Assured forthwith, it being agreed the "the Excess" stated in the schedule in respect of defence costs and expenses shall be part of and not in addition to the overall Excess applying to each and every loss stated in the schedule.

EXCLUSIONS

This insurance does not cover any liability whatsoever arising out of:-

1. The design or manufacture of any goods or products sold or supplied by the Assured, for the avoidance of doubt this exclusion does not apply to:-
 - a) any design, advice, specification or prototype provided by the Assured in the course of their Professional Business, or
 - b) the commissioning, supply of any manufactured (whether by the Assured or sub-contracted manufacture on behalf of the Assured), design or specification undertaken by the Assured in the course of their Professional Business provided there shall be no liability hereunder arising directly indirectly or in any way whatsoever from faulty manufacture poor workmanship or negligence in the physical construction of such design or specification. For the avoidance of doubt liability arising by virtue of the Assured performing inspection duties in respect of designs manufactured or constructed by others is not excluded from the ambit of this policy.
2. Any contract where the Assured acts as a Contractor whether in conjunction with his profession or not, for the avoidance of doubt when acting in the course of any Professional Business covered under clause 1. a) or b) above the definition Contractor shall not apply.
3. Bodily injury, sickness, disease or death sustained by any person arising out of and in the course of his employment by the Assured under a contract of service or apprenticeship with the Assured,
4. Any claim made against or loss sustained by the Assured as a result of any dishonest, malicious or illegal acts of the Assured, or their employees,
5. The ownership, use, occupation or leasing of property mobile and/or immobile by, to or on behalf of the Assured,
6.
 - a) any legal proceedings instituted within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada;
 - b) any legal proceedings instituted to enforce a judgement obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada;
 - c) any claim arising from work carried out in offices of the assured situated in the United States of America or Canada.
7. Loss or destruction of or damages to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
8. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power,
9. This Certificate does not cover any liability for:
 - a) Personal injury or Bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
 - b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
 - c) Fines, penalties, punitive or exemplary damages.

10. Any claim based upon liability arising from any Warranty, Promise, Guarantee or Liquidated damages

DEFINITIONS

1. "Professional Business" shall mean any business carried on by the Assured in their professional capacity.
2. "Contractor" is deemed to mean the person or persons performing physical construction work.

CONDITIONS

1. **ASSURED DUTIES IN THE EVENT OF CLAIM:** It is a condition precedent to Underwriters' liability under this insurance that:-
 - a) i) Upon receipt by or on behalf of the Assured of notice whether written or oral of intention by any person or body to make a claim against the Assured, or of any allegation of neglect, error or omission which might give rise to such a claim or on the discovery of any such act of neglect, error or omission the Assured shall notify Matthew Bradley of Messrs Reynolds Porter Chamberlain 278/282 High Holborn London WC1V 7HA, for transmission to the Underwriters of such receipt of discovery as soon as practicable and shall provide full information respecting it so far as such information is in his/their possession.
 - ii) If during the subsistence hereof the Assured shall become aware of any occurrence which may subsequently give rise to a claim against or loss sustained by them by reason of any negligent act, error or omission and shall during the subsistence hereof give written notice to Matthew Bradley of Messrs Reynolds Porter Chamberlain 278/282 High Holborn London WC1V 7HA, for transmission to the Underwriters of such occurrence, any claim which may subsequently be made against the Assured arising out of that negligent act, error or omission shall be deemed for the purposes of this Insurance to have been made during the subsistence hereof.
 - b) The Assured shall not admit liability for or settle or make or promise any payment in respect of any claim or loss which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of the Underwriters who if they so wish shall be entitled to take over and conduct in the name of the Assured the defence and/or settlement of such claim for which purpose the Assured shall give all such information and assistance as the Underwriters may reasonably require.
2. **SPECIAL NOTIFICATION CONDITIONS:-** It is a condition precedent to Underwriters' liability under this insurance that:-
 - a) i) in the event of receipt by the Assured of any "notice of intention to adjudicate" or of the service by the Insured of any "notice of intention to adjudicate" in circumstances which will lead to or are likely to lead to a claim against the Insured being dealt with as a part of the adjudication to immediately notify Insurers Messrs. Reynolds Porter Chamberlain, solicitors, of Chichester House, 278/282 High Holborn, London WC1V 7HA (phone number 020 7242 2877, fax number 020 7242 1431) within two working days;
 - ii) to promptly supply Underwriters with all details relating to any reference to adjudication, including copies of all documentation made available to the Insured, or subsequently by the Insured to the adjudicator;
 - iii) to allow Underwriters to appoint advisers and to have conduct of the adjudication as they deem appropriate and to cooperate with Underwriters in the conduct of the adjudication; any appointments made by Underwriters shall be at the Underwriter's expense, but subject always to the application of the uninsured excess;
 - iv) to meet any request, direction or timetable of the adjudicator so far as is reasonably practicable;
 - v) to institute legal proceedings or arbitration in accordance with the terms of the original contract to challenge or reopen or stay the enforcement of such adjudicator's decision if reasonably requested so to do by Insurers and to allow Insurers to appoint appropriate advisers as they may deem necessary to have conduct of such proceedings if appropriate. Any such steps made by the Insured shall be at Insurers' expense, but subject always to the application of the uninsured excess;
 - vi) not to agree to accept the decision of the adjudicator as finally determining the dispute without the prior consent in writing of Insurers.
 - b). **CONDITIONS RELATING TO THE CONTRACT:-** The Assured must take reasonable steps in trying to negotiate that where expressed in the contract in writing the adjudication provisions in the Contract shall:
 - a) provide that the adjudicator must be independent of the parties to the dispute and do not provide that any matter or dispute will be referred to an adjudicator who is a party to the dispute or who is connected to any party to the dispute;
 - b) not allow for the adjudicator's decision to finally determine the dispute;
 - c) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations.
 - d) The Contract must not place any conditions upon the timing of commencement of legal or arbitration proceedings (for the sake of clarity, this does not apply to adjudication proceedings).
- Any dispute or difference arising under the SPECIAL NOTIFICATION PROVISIONS between the Insured and Underwriters shall be referred to the arbitration of a Queen's Counsel to be agreed upon by both parties or in the absence of agreement by a QC nominated by the Chairman of the Bar Council. The Underwriters agree to pay the costs of such referral except in instances where Indemnity has been denied and the QC upholds such decision.
2. **RETROACTIVE DATE:** Where a retroactive date is specified in the Schedule this insurance will not apply to claims made against or losses sustained by the Assured by reason of any negligent act, error or omission committed or alleged to have been committed prior to the said retroactive date.
 3. **RETROACTIVE LIMITATION CLAUSE:** The Underwriters shall not be liable to make any payment for Loss, including Claims Expenses, in connection with any Claim made against the Assured based upon or arising out of:
 - a) any circumstances or occurrence which has been notified under any other Certificate or policy of insurance effected prior to the inception of this Certificate.
 - b) any circumstances or occurrence known to the Assured prior to the inception hereof and not disclosed to the Underwriters at inception.

4. **AGREEMENT TO PAY CLAIMS:** Underwriters agree to pay claims which may arise under this insurance without requiring the Assured to dispute any claim unless a Queen's Counsel (to be mutually agreed upon by the Underwriter and the Assured) advise that the same could be contested with a reasonable prospect of success by the Assured and the Assured consents to such claim being contested, but such consent is not to be unreasonably withheld. In the event of any dispute arising between the Assured and the Underwriters as to what constitutes an unreasonable refusal to contest a claim at Law, the Chairman of The Engineering Council shall nominate a Referee to decide this point (only) and the decision of such Referee shall be binding on both parties.
5. **OTHER INSURANCE:** If at any time any claim arises under this insurance the Assured is or would but for the existence of this insurance be entitled to indemnity under any other Certificate, policy or policies, the Underwriters shall not be liable except in respect of any excess beyond the amount which would have been payable under such other Certificate policy or policies had this insurance not been effected.
6. **TIMBER DISEASE:** It is hereby understood and agreed that this Certificate shall apply to any claim arising or resulting from or in connection with timber disease of any description, wood-worm, beetle infestation or any other vermin or insect or any consequential loss or damage arising therefrom provided that:
 - a) All reports shall be in writing and shall have been prepared by (a) a Fellow or Professional Associate of the Royal Institute of Chartered Surveyors or (b) a qualified Engineer or Architect or (c) a person with not less than five years experience of structural surveying and,
 - b) the Assured or a qualified representative of the Assured shall have made a detailed inspection of the building and have fully reported on the condition of the timber and drawn attention to the existence of any defect becoming more extensive.
7. **SURVEY AND/OR VALUATION REPORT WARRANTY:** All survey and/or valuation reports carried out by the Assured must include the following clause in respect of parts of the structure not surveyed or inaccessible:-

"We have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the property is free from defect."
8. **SPECIALIST DESIGNERS OR CONSULTANTS EXTENSION:** This Certificate subject to its terms and conditions is extended to indemnify the Assured, against their legal liability for claims arising out of any breach of duty of care in the conduct of the activities or duties committed by specialist designers or consultants whilst acting on the Assured's behalf and for whom the Assured are responsible.

Provided always that the Underwriters shall become subrogated to all rights of recourse and remedies of the Assured and the Assured shall take all reasonable steps to preserve such rights and remedies and shall co-operate with the Underwriters and give all reasonable assistance in effecting any recovery following the payment by the Underwriters of any claim under this Extension.

It is warranted that all fees paid to such specialist designers or consultants are declared in the fee declaration made by the Assured contained in the questionnaire or renewal declaration completed by them.
9. **MARINE SURVEY WARRANTY CLAUSE:** It is agreed that so far as regards Marine Surveys carried out by the Assured this Certificate will not indemnify the Assured against any claim or claims made against the Assured arising from carrying out Marine Surveys unless the following stipulations have been complied with by the Assured:
 - a) The Assured agrees in writing with the client the nature of and purpose for which the Marine Survey is required prior to carrying out the survey,
 - b) The following clause shall be inserted in all Marine Survey reports issued by and on behalf of the Assured except in the case of pure valuations where no comment or advice is required or given on the structural or decorative condition.

"We have not inspected wood work or other parts of the vessel/structure which are covered, unexposed or inaccessible and we are, therefore, unable to report that any such part of the vessel/structure is free from defect".
 - c) Marine Surveys and/or valuations shall be made only by a Qualified Marine Surveyor or by a person with not less than five years experience of marine surveying.
10. **WAIVER OF SUBROGATION AGAINST EMPLOYEES:** It is hereby agreed that if any payment is made under this insurance in respect of a claim and the Underwriters are thereupon subrogated to all the Assured's rights of recovery in relation thereto the Underwriters shall not exercise any such rights against any employee of the Assured unless the claim has been brought about or contributed to by the dishonest fraudulent criminal or malicious act or omission of the employee.
11. **FRAUDULENT CLAIMS:** If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance shall become void and all claims thereunder shall be forfeited.
12. **INSTALMENT PREMIUM CLAUSE:** If the Assured so elects it is agreed that premiums are payable in accordance with the terms in item 7 of the schedule.

In the event of default in the payment of instalment premiums, the Underwriters may cancel this Certificate by mailing to the Assured written notice of their intent to cancel at least 7 days in advance of the cancellation date at the address shown in item 2 of the schedule.

Underwriters will make a premium adjustment with the Assured as soon as practicable after the date of cancellation. The premium return will be computed on a pro-rata basis. Premium adjustment is not a condition of cancellation.

13. **CLAIMS ARISING FROM THE DISHONESTY OF EMPLOYEES** Should the Assured incur any liability under this Policy as a result of any dishonest, malicious or illegal acts of any former or present employee of the Assured no indemnity shall be afforded hereunder in respect of such liability to any person committing or condoning such dishonest, malicious or illegal acts, and the sums payable hereunder shall be only for the balance of liability in excess of the amount recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives.

LOSS OF DOCUMENTS EXTENSION

Notwithstanding anything contained in the Certificate to the contrary it is hereby agreed that if during the period specified in the Schedule the Assured shall discover that any Documents (as hereinafter defined), the property of or entrusted to them which may now or hereafter be, or be supposed or believed to be, in their custody or in the custody of any other person to or with whom such Documents have been entrusted, lodged or deposited by the Assured in the ordinary course of business, have been destroyed or damaged, or lost or mislaid and after diligent search cannot be found, the Underwriters will indemnify the Assured against

- a) legal liability of whatsoever nature which the Assured may incur to any other person in consequence of such Documents having been so destroyed, damaged, lost or mislaid, and
- b) costs and expenses reasonably incurred by the Assured in replacing or restoring such Documents, and
- c) costs and expenses incurred with the written consent of the Underwriters in the defence or settlement of any claim to establish liability as described in (a) above.

Definition

In this extension, "Documents" means deeds, wills, agreements, maps, plans, records, books, letters, certificates, Computer Systems Records, forms, and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments).

Exclusions

- a) This extension shall not indemnify the Assured against any costs or expenses for which the Assured are entitled to an indemnity under this Certificate apart from this extension,

Conditions

- a) Any claim for costs and expenses incurred by the Assured in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Underwriters with the approval of the Assured.

Provided that Underwriters' total aggregate liability under this Certificate shall not be increased by reason of this extension.

Subject otherwise to the Terms Conditions and Exclusions of this Certificate.

LIBEL AND SLANDER EXTENSION

Notwithstanding anything contained in the Certificate to the contrary it is hereby agreed that this insurance is extended to indemnify the Assured against any claim or claims which may be made against them during the period specified in the Schedule for Libel, Slander or Defamation by reason of words written or spoken by the Assured, or any person at any time employed by the Assured in the conduct by or on behalf of the Assured in the professional conduct of their business as Engineers.

Provided that Underwriters total aggregate liability under this Certificate shall not be increased by reason of this extension.

Subject otherwise to the Terms Conditions and Exclusions of this Certificate.

ADDITIONAL LIABILITIES EXTENSION

Notwithstanding anything contained in the Certificate to the contrary it is hereby agreed that this insurance is extended to indemnify the Assured against any claim or claims which may be made against them during the period specified in the Schedule for

- a) breach of confidentiality
- b) breach of warranty of authority committed in good faith
- c) breach of intellectual property rights

Provided that Underwriters' total aggregate liability under this Certificate shall not be increased by reason of this extension.

Subject otherwise to the Terms Conditions and Exclusions of this Certificate.

COLLATERAL WARRANTIES EXTENSION

Notwithstanding anything contained in this Certificate to the contrary it is hereby agreed that this Certificate is extended to include liability assumed by the Assured under any Collateral Warranties, Duty of Care Agreements or similar agreements subject to the following exclusions:

- a) Fitness for Purpose
- b) Any Warranty or Agreement which provides greater or longer lasting benefit than that given to the party with whom the Assured originally contracted.
- c) Any express guarantee, contractual penalty or liquidated damages.
- d) Any Warranty or Agreement or Assignment thereof which provides benefit to:
 - i) More than two parties subsequent to each initial purchaser,
 - ii) More than two parties subsequent to each initial tenant,

Furthermore Underwriters may extend this Certificate to include increased liability assumed by the Assured under any Warranty or Agreement which goes beyond the above exclusions, subject to any additional information as may be required and at terms and conditions to be agreed by Underwriters. Nevertheless, in the event that the Assured gives a Warranty or Agreement beyond the above exclusions, Indemnity hereunder shall be limited to the extent of such exclusions.

None of the foregoing limitations or exclusions shall apply to liability which would have attached to the Assured in the absence of any such Warranties or Agreements.

Provided that Underwriters' total aggregate liability under this Certificate shall not be increased by reason of this extension.

Subject otherwise to the Terms Conditions and Exclusions of this Certificate.

NOTE:

You are strongly encouraged to use Warranty documents which have been expressly approved by Underwriters. The following documents are approved by Underwriters:-

The Form of Agreement for collateral Warranties issued by the BPF.) amended to reflect an aggregate"
 The Form of Agreement for Collateral Warranties issued by RIBA.) limit of indemnity

PROSECUTION DEFENCE ENDORSEMENT

This Certificate will indemnify the Assured against the costs and expenses incurred with the prior written consent of the Underwriters in the defence of any criminal proceedings against the Assured arising from:

- a) any alleged breach of any statutory regulation relative to building or construction works where such alleged breach arises in the course of the Assured's Professional Business, provided that:
 - i) the circumstances giving rise to the proceedings could otherwise give rise to indemnity under this Certificate, and
 - ii) in the reasonable belief of the Underwriters the defence of such proceedings would assist in the defence of any claim against the Assured arising from such circumstances,
 - iii) any subsequent or concurrent civil action arising out of a proceeding notified hereunder shall be deemed to be notified hereunder.

For these purposes "proceedings" includes an appeal against the outcome of any initial proceedings.

Notwithstanding anything contained in this Certificate to the contrary the Underwriters shall not be liable under this extension for:

- a) the payment of any fines, penalties, punitive, multiple or exemplary damages,
- b) the first £1,000 of each and every claim,
- c) any sum in excess of £100,000 in total in respect of any period of insurance.

Provided that Underwriters' total aggregate liability under this Certificate shall not be increased by reason of this extension.

Subject otherwise to the Terms Conditions and Exclusions of this Certificate.

E.U. DISCLOSURE CLAUSE (UK)

ONLY APPLICABLE TO PRIVATE INDIVIDUALS AND SOLE TRADERS WHERE THERE IS A LLOYD'S PARTICIPATION IN THE INSURANCE PLACEMENT

Notice to the Proposer/Assured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance is subject to English Law

Any enquiry or complaint should be addressed in the first instance to your Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:

Complaints and Advisory Department Lloyd's

One Lime Street LONDON EC3M 7HA . Telephone: 020 7623 7100

LSW 1002 (07/94) (amended)