

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number AB009460 T 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: PP117340A

1. Name of Assured: Chris Raison Associates Limited  
and/or Raison Foster Associates Limited
2. Address of Practice: The Deer Park Business Centre  
Stareton  
Warwickshire  
CV8 2LY
3. Period of Insurance:  
From: 16 August 2003  
To: 15 August 2004  
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: £2,500 but reducing to £500 Each and Every claim in respect of defence costs and expenses.

The excess which the Assured shall bear in respect of claims arising from **Building Surveying and/or Geotechnical activities**: £2,500 Each and Every Claim but reducing to £1,000 Each and Every claim in respect of defence costs and expenses.

- 6. Retroactive Date: 16 August 1999
- 7. Premium: £5,831.20  
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):

Matthew Bradley  
Reynolds Porter Chamberlain  
278/282 High Holborn  
London  
WC1V 7HA

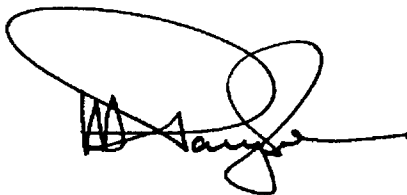
10. Several Liability Notice - LSW 1001 (Insurance)

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 Insurance Brokers Ltd.

IN WITNESS WHEREOF this Certificate has been signed as follows:

43.479%	ace ina uk
13.043%	Heritage
26.087%	W.R. Berkley Insurance (Europe), Ltd
17.391%	Royal & Sun Alliance Insurance plc



Signed: MARK PANGBORN  
DIRECTOR  
Dated: 12 August 2003



Attaching to and forming part of Certificate Number PP117340A


Endorsement No. 1

With effect from 16 August 2003

It is hereby understood 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: 15 September 2003

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, Proposal Form 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.

**CHOICE OF LAW**

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

**DEFINITIONS**

**1. Professional Business**

Any business carried on by the Assured in their professional capacity

**2. Contractor**

Deemed to mean the person or persons performing physical construction work.

**3. Circumstance**

Any circumstance of which the Assured first becomes aware during the Certificate Period which may give rise to a claim against them and is subject to the indemnity provided under this Certificate

**4. Defence Costs**

All costs and expenses incurred with the prior written consent of Underwriters in the investigation, defence or negotiation of the settlement of any claim or Circumstance

5. Documents

Deeds, wills, agreements, maps, plans, records, books, letters, certificates, Computer System 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).

6. Employee

Any person currently or previously employed under a contract of services with the Assured including partners, executive and non executive directors, consultants and temporary employees employed by the Assured.

7. Excess

The first amount of each claim which is payable by the Assured and for which no insurance is provided by this Certificate. The amount of Excess is stated in the Schedule.

8. Assured

- (a) the Firm or Company
- (b) any partner, director or principal of the Firm or Company including any person appointed to such position during the Certificate Period
- (c) any former partner, director or principal of the Firm or Company
- (d) the estate, personal representative or trustee or assignee in bankruptcy of (a), (b) and/or (c)

9. Certificate Period

The period of insurance as specified in the Schedule

10. Certificate

The contents of this document together with the Schedule incorporating all endorsements issued from time to time by the Underwriters to attach to this insurance together with the Proposal which shall be read together as evidencing the contract of insurance.

11. Proposal

The proposal for the insurance cover provided by this Certificate including the proposal form identified in the Schedule together with any other documentation or information submitted to the Underwriters for this purpose.

12. Schedule

The Schedule attaching to this Certificate, incorporating all endorsements, and for the time being in force.

**INSURING CLAUSE**

NOW THEREFORE, WE, the Underwriters, hereby agree to indemnify the Assured and/or its Employees up to but not exceeding the aggregate the sum stated in the Schedule for:-

1 Breach of Duty of Care.

Any sum or sums which the Assured may become legally liable to pay arising from any claim or claims made against them and notified to Underwriters during the Certificate Period as a result of any breach of duty of care in the conduct of their Professional Business and Additional Business provided such Additional Business is agreed by Underwriters and endorsed hereon, by the Assured or any person employed by the Assured,

2 Housing Grants, Construction & Regeneration Act 1996.

The liability of the Assured arising under a decision of an adjudicator relating to claims made against the Assured and notified to Underwriters during the Certificate Period 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 CONDITION 2 SPECIAL NOTIFICATION PROVISIONS contained in the Certificate.

3 Dishonesty.

Any claim notified to Underwriters by the Assured during the Certificate Period for which the Assured may become legally liable arising out of the dishonest or fraudulent act or omission on the part of any Employee or of any person acting on behalf of and with the authority of the Assured. Provided that;

- (a) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- (b) no indemnity shall be provided for dishonest or fraudulent acts committed by any person after discovery by the Assured thereof or reasonable cause for suspicion of fraud or dishonesty on the part of that person
- (c) no indemnity shall be provided for dishonest or fraudulent acts committed or condoned by any partner or director of the Assured
- (d) the following shall be deducted from any amount payable by Underwriters
  - (i) any monies which, but for such dishonest or fraudulent act or omission would be due from the Assured to the person committing or condoning such act or omission
  - (ii) any monies held by the Assured and belonging to such person
  - (iii) any monies recovered from any person committing or condoning any dishonest or fraudulent act or omission or from the estate and/or legal representatives of such person.

4 Loss of Documents.

If the Assured shall discover and notify to Underwriters during the Certificate Period that any Documents, 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,
- (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.

5 Additional Liabilities.

Any sum or sums which the Assured may become legally liable to pay arising from any claim or claims made against the Assured and notified to Underwriters during the Certificate Period for

- (a) breach of confidentiality

(b) breach of warranty of authority committed in good faith

(c) breach of intellectual property rights

**6 Specialist Designers.**

Any sum or sums which the Assured may become legally liable to pay arising from claims made against the Assured and notified to Underwriters during the Certificate Period arising out of any breach of duty of care in the conduct of their Professional Business and Additional Business provided such Additional Business is agreed by Underwriters and endorsed hereon 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 Insuring Clause.

**7 Libel and Slander.**

Any sum or sums which the Assured may become legally liable to pay arising from any claim or claims which may be made against the Assured and notified to Underwriters during the Certificate Period for libel, slander or defamation by reason of words written or spoken by the Assured, or any Employee in the conduct of their Professional Business and Additional Business provided such Additional Business is agreed by Underwriters and endorsed hereon.

**8 Prosecution Defence Costs.**

The costs and expenses incurred and notified to Underwriters during the Certificate Period, with the prior written consent of the Underwriters in the defence of any criminal proceedings against the Assured arising from 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 and Additional Business provided such Additional Business is agreed by Underwriters and endorsed hereon, provided that:

- (a) the circumstances giving rise to the proceedings could otherwise give rise to indemnity under this Certificate, and
- (b) 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,
- (c) 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 Insuring Clause

8) for:

- (i) the payment of any fines, penalties, punitive, multiple or exemplary damages,
- (ii) the first £1,000 of each and every claim,
- (ii) any sum in excess of £100,000 in total .

FURTHER it is understood and agreed that the Underwriters will pay the costs and expenses incurred with the Underwriters' written consent in the investigation, 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 IN RESPECT OF ALL INSURING CLAUSES 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. 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 Excess 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.

#### EXCLUSIONS

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

##### 1. Supply of Goods.

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 and Additional Business provided such Additional Business is agreed by Underwriters and endorsed hereon, 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 and Additional Business provided such Additional Business is agreed by Underwriters and endorsed hereon 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 Certificate.

##### 2. Contractor.

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 and Additional Business provided such Additional Business is agreed by Underwriters and endorsed hereon covered by virtue of clauses (a) or (b) above, the definition Contractor shall not apply.

##### 3. Employers' Liability.

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. Ownership of Property

The ownership, use, occupation or leasing of property mobile and/or immobile by, to or on behalf of the Assured.

##### 5. Geographical and Jurisdictional Limits

- (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.

##### 6. Nuclear Risks



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.

7. War Risks.

Any consequence of war including a terrorist act initiated by hostile parties, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

8. Seepage, Pollution or Contamination.

(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.

9. Punitive or Exemplary Damages.

Any fines, penalties, punitive or exemplary damages.

10. Retroactive Date.

Claims made against or losses sustained by the Assured by reason of any negligent act, error, omission or libel or slander, breach of confidentiality, breach of warranty, breach of intellectual property rights, breach of any statutory regulations and loss or damage to documents committed or alleged to have been committed prior to the said retroactive date (if any) specified in the Schedule.

11. Claims and Circumstances Known at Inception.

(a) Any circumstances or claims which have been notified under any other Certificate of insurance effected prior to the inception of this Certificate.

(b) Any circumstances or claims known or which in the reasonable opinion of Underwriters ought to have been known by the Assured prior to the inception hereof and not disclosed to the Underwriters at inception of this Certificate

12. Computer Network and Data.

Any claim, loss, liability or expense arising directly or indirectly out of :-

(a) corruption, erasure, theft, alteration of, or

(b) access or lack of access to, or

(c) interference with

electronically held data of the Assured wholly or partly caused by any computer virus or by any person who is not a partner, director or current employee of the Assured.

13. Controlling Interest/Associated Companies.

Any claim by

(a) any parent or subsidiary company of the Assured or any company having the same parent company as the Assured or

(b) any other company in which the Assured has a majority shareholding in excess of 50% or

(c) any other company in common ownership with the Assured

unless such claim emanates from an independent third party

**14. Warranties, Duty of Care Agreements and Guarantees.**

The giving by the Assured of any warranty or guarantee under a contract or agreement where liability arises out of any of the following terms contained in the warranty or agreement;

(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,

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.

**15. Other Insurance.**

If at any time any claim arises under this Certificate the Assured is or would but for the existence of this Certificate be entitled to indemnity under any other insurance, certificate 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 insurance, certificate or policies had this Certificate not been effected.

**16. Contracts (Rights of Third Parties) Act 1999.**

Any claim, loss, liability or expense arising out of rights under the Contracts (Rights of Third Parties) Act 1999, of any person or company who is not a party to this Certificate to enforce any term of this Certificate, other than any rights or remedies of any such person or company which may exist or is available apart from that Act.

**17. Asbestos**

Based upon, directly or indirectly resulting from or in consequence of, or in any way involving:

1. asbestos, or

2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.

**18. Toxic Mould**

i) The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or

ii) Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or

iii) Any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of

any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

Underwriters will have no duty or obligation to defend any Insured with respect to any claim or governmental or regulatory order, requirement, directive, mandate or decree which, either in whole or in part, directly or indirectly, is for, based upon, relates to, or arises out of the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

## CONDITIONS

**ASSURED DUTIES IN THE EVENT OF A CLAIM:** It is a condition precedent to Underwriters' liability under the Certificate that:

1(a) The Assured shall give immediate notice in writing to Matthew Bradley of Reynolds Porter Chamberlain, 38 Leadenhall Street, London, EC3A 1AT, (telephone 0207 242 2877, facsimile 020 7335 9000, email mzb@rpc.co.uk) for onward transmission to Underwriters of;

- (i) any claim (whether written or oral) made against them or
- (ii) any Circumstance which may give rise to a claim or
- (iii) the discovery of, or any reasonable cause for suspicion of any dishonest or fraudulent act or omission on the part of any Employee or any person acting on behalf and with the authority of the Assured

Provided that such notice as required in 1a(ii) and (iii) of this Condition has been given during the Certificate Period, any resultant claim arising from such matters notified, shall be deemed to have been given during the Certificate Period.

1(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 prior 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 Certificate that-

- (a) (i) in the event of receipt by the Assured of any "notice of intention to adjudicate" or of the service by the Assured of any "notice of intention to adjudicate" in circumstances which will lead to or are likely to lead to a claim against the Assured being dealt with as a part of the adjudication to immediately notify Insurers Matthew Bradley of Reynolds Porter Chamberlain, solicitors, of 38 Leadenhall Street, London EC3A 1AT, (telephone 0207 242 2877, facsimile 020 7335 9000, email mzb@rpc.co.uk) **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 Assured, or subsequently by the Assured 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 Excess;
- (iv) to meet any request, direction or timetable of the adjudicator so far as is reasonably practicable;
- (v) to institute legal or arbitration proceedings 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 Underwriters and to allow Underwriters to appoint appropriate advisers as they may deem necessary to have conduct of such proceedings if

appropriate. Any such steps made by the Assured shall be at Underwriters' expense, but subject always to the application of the Excess;

(vi) not to agree to accept the decision of the adjudicator as finally determining the dispute without the prior consent in writing of Underwriters.

(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:

(i) 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;

(ii) not allow for the adjudicator's decision to finally determine the dispute;

(iii) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations.

(iv) 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 Assured 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.

3. **AGREEMENT TO PAY CLAIMS:** Underwriters agree to pay claims which may arise under this Certificate without requiring the Assured to dispute any claim unless a Queen's Counsel (to be mutually agreed upon by the Underwriter and the Assured, or in the absence of agreement by a QC nominated by the Chairman of the Bar Council) 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.

4. **SURVEY AND/OR VALUATION REPORT WARRANTY:** It is hereby agreed and warranted 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.

(c) 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."

5. **MARINE SURVEY WARRANTY:** It is hereby agreed and warranted 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.
6. **WAIVER OF SUBROGATION AGAINST EMPLOYEES:** It is hereby agreed that if any payment is made under this Certificate 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 unless the claim has been brought about or contributed to by the dishonest fraudulent criminal or malicious act or omission of the Employee.
7. **FRAUDULENT CLAIMS:** If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claims thereunder shall be forfeited.
8. **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.
9. **Loss of Documents Warranty:** It is hereby agreed and warranted that 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.
10. **Specialist Designers or Consultants Warranty:** It is hereby warranted and agreed that all fees paid to such specialist designers or consultants are declared in the fee declaration made by the Assured contained in the questionnaire, proposal or renewal declaration completed by them.