

# ***Specified Professions Professional Liability***

*POLICY NUMBER: POLICYNUMBER  
POLICY HOLDER: POLICYHOLDER*

# Specified Professions Professional Liability

**AIG UK Limited**  
The AIG Building  
58 Fenchurch Street  
London EC3M 4AB

## Schedule

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	<b>Policy Number:</b>	Polycynumber2	
	<b>Form</b>	AIGPROFAOCCIA - 170506	
<b>Item 1.</b>	<b><i>Policyholder</i></b>	Policyholder2	
	<b>Address</b>	address	
<b>Item 2.</b>	<b><i>Policy Period</i></b>	From: Inceptiondate To: expirydate Both days inclusive	
<b>Item 3.</b>	<b><i>Limit of Liability (any one Claim, Defence Costs in addition)</i></b>	but limited to £100,000 in the annual aggregate in respect of the Loss of Documents Extension	limit
<b>Item 4.</b>	<b><i>Retention (each and every Claim, but not applicable to Defence Costs)</i></b>		retention
<b>Item 5.</b>	<b><i>Professional Services</i></b>	Professionalservices	
<b>Item 6.</b>	<b><i>Retroactive Date</i></b>	retro	
<b>Item 7.</b>	<b><i>Premium</i></b> excluding applicable taxes		premium
<b>Item 8.</b>	<b>Date Proposal and Declaration Signed by Insured</b>	Proposal Declaration	
<b>Item 9.</b>	<b>Endorsements</b>	Endorsements	

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**SIGNED FOR AND ON BEHALF OF THE INSURER**

DATE:

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**AIG UK Limited**

This insurance is underwritten by AIG UK Limited which is authorised and regulated by the Financial Services Authority (FSA number 202628). This information can be checked by visiting the FSA website ([www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)). AIG UK Limited is a member of the Association of British Insurers and a member company of American International Group, Inc. Registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB.

# ***Specified Professions Professional Liability***

## **Cover**

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All cover under this policy is afforded solely with respect to *Claims* first made against an *Insured* during the *Policy Period* and reported to the *Insurer* as required by this policy.

### **Professional Liability**

The *Insurer* will pay on behalf of any *Insured* all *Damages* resulting from any *Claim* for any *Breach of Duty* of the *Insured*.

### **Intellectual Property**

The *Insurer* will pay on behalf of any *Insured* all *Damages* resulting from any *Claim* for any *Infringement* by an *Insured*.

### **Defamation**

The *Insurer* will pay on behalf of any *Insured* all *Damages* resulting from any *Claim* for libel or slander committed unintentionally by an *Insured*.

### **Fraud/Dishonesty**

The *Insurer* will pay on behalf of any *Insured*, who is not the actual perpetrator, all *Damages* resulting from any *Claim* for *Fraud/Dishonesty* of any *Employee* up to the date of discovery by the *Insured* of reasonable cause of suspicion of *Fraud/Dishonesty*.

### **Defence**

The *Insurer* has the right to defend any *Claim* which this policy may respond to under its *Covers* or *Extensions*. The *Insurer* shall pay *Defence Costs* incurred in defending such *Claim*.

## **Extensions**

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### **Court Attendance**

For any person described in (i) and (ii) below who actually attends court as a witness in connection with a *Claim* notified under and covered by this policy, *Defence Costs* will include the following rates per day for each day on which attendance in court has been required:

- (i) for any principal, partner, director or *Member* of the *Insured*: £300
- (ii) for any *Employee*: £150

No *Retention* shall apply to this Extension.

## Lost Documents

With respect to a *Third Party's Documents*:

- (i) for which an *Insured* is legally responsible, and
- (ii) which, during the *Policy Period*, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance of or failure to perform *Professional Services*.

*Damages* shall also include costs and expenses reasonably incurred by the *Insured* in replacing or restoring such *Documents* provided that:

- (a) such loss or damage is sustained while the *Documents* are either: (1) in transit; or (2) in the custody of the *Insured* or of any person to whom the *Insured* has entrusted them in the ordinary course of their *Professional Services*;
- (b) where the lost or mislaid *Documents* have been the subject of a diligent search by or on behalf of the *Insured*;
- (c) the amount of any *Claim* for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the *Insurer* with the consent of the *Insured*; and
- (d) the *Insurer* shall not be liable for any *Claim* arising out of wear, tear and/or gradual deterioration, moth and vermin, or other matters beyond the *Insured's* control.

This Extension will be subject to a Sub-limit of Liability of £100,000. No *Retention* shall apply to this Extension.

## Definitions

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***Bodily Injury*** means physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

***Breach of Duty*** means any actual or alleged negligent breach of duty, act, error, omission, misstatement, misleading statement or breach of confidentiality in the performance of *Professional Services*.

***Claim*** means any: (i) written demand that seeks a remedy for a *Breach of Duty*; or (ii) civil or administrative proceeding arising from *Professional Services*, that seeks *Damages* for a *Wrongful Act*.

***Damages*** means any amount that an *Insured* shall be legally liable to pay to a *Third Party* in respect of judgments or arbitral awards rendered against an *Insured*, or for settlements negotiated by the *Insurer* with the consent of the *Policyholder*.

***Defence Costs*** means reasonable fees, costs and expenses incurred by or on behalf of the *Insured* in the investigation, defence, adjustment, settlement or appeal of any *Claim*. *Defence Costs* shall not include any internal or overhead expenses of any *Insured* or the cost of any *Insured's* time.

**Documents** means all documents of any nature whatsoever including computer records and electronic or digitised data; but does not include any currency, negotiable instruments or records thereof.

**Employee** means any natural person who is or has been expressly engaged as an employee under a contract of employment with the *Policyholder* or any *Subsidiary*. *Employee* shall not mean any: (i) principal, partner, director or *Member*; or (ii) temporary contract labour, self-employed person or labour-only sub-contractor.

**Fraud/Dishonesty** means fraudulent or dishonest conduct of an *Employee*:

- (i) not condoned, expressly or implicitly by; and
- (ii) that results in liability of;

the *Policyholder* or any *Subsidiary*.

**Infringement** means an unintentional infringement of any intellectual property right of any *Third Party*, other than patents and *Trade Secrets*.

**Insured** means:

- (1) the *Policyholder* or any *Subsidiary*;
- (2) any natural person, who is or has been a principal, partner, director or *Member* of the *Policyholder* or any *Subsidiary*;
- (3) any *Employee*; and
- (4) any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the *Policyholder* or any *Subsidiary*;

but only when providing *Professional Services* in the foregoing capacities.

*Insured* also includes any estate or legal representative of any *Insured* described in (2) and (3) of this definition for *Loss* arising from a *Claim* against that *Insured* for a *Wrongful Act* committed when providing *Professional Services*.

**Insurer** means *AIG UK Limited*

**Limited Liability Partnership** means a partnership as determined by the Limited Liability Partnerships Act 2000 and any subsequent amendments thereto.

**Legal Panel** means the firms of solicitors appointed from time to time by the *Insurer* to provide representation for its Professional Liability *Policyholders*.

**Limit of Liability** means the amount specified as such in the Schedule.

**Loss** means *Damages* and *Defence Costs*. *Loss* shall not mean and this policy shall not cover any (1) taxes; (2) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages; (3) fines or penalties; (4) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; (5) compensation, benefits or overheads of, or charges or expenses incurred by any *Insured*; or (6) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a *Claim* is brought.

The *Insurer* is under no obligation to pay *Loss*, unless the *Wrongful Act*. (i) first takes place on or after the *Retroactive Date*; and (ii) is committed solely in the performance of or failure to perform *Professional Services*.

**Member** means a member of a *Limited Liability Partnership* .

**Policy Period** means the period of time specified in the Schedule unless the policy is cancelled in which event the *Policy Period* will end on the effective date of the cancellation.

**Policyholder** means the entity or natural person specified as such in the Schedule.

**Pollutants** means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

**Premium** means the amount specified as such in the Schedule and any premium adjustment reflected in an endorsement to this policy.

**Professional Services** means the professional services of the *Policyholder* and any *Subsidiary* as specified in the Schedule.

**Property Damage** means damage to or loss of or destruction of tangible property or loss of use thereof.

**Retention** means the amount specified as such in the Schedule.

**Retroactive Date** means the date specified as such in the Schedule.

**Subsidiary** means entities in which the *Policyholder*, either directly or indirectly through one or more of its *entities*;

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

For any *Subsidiary* or any *Insured* thereof, cover under this policy shall only apply to *Wrongful Acts* committed while such entity is a *Subsidiary* of the *Policyholder*.

**Third Party** means any entity or natural person except (i) any *Insured*; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the *Policyholder* or any *Subsidiary*.

**Trade Secret** means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

**Wrongful Act** means any *Breach of Duty*, *Infringement*, libel, slander, or *Fraud/Dishonesty*.

## Exclusions

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This policy shall not cover *Loss* in connection with any *Claim*:

### **Antitrust**

arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition.

### **Bodily Injury/Property Damage**

arising out of, based upon or attributable to *Bodily Injury* or *Property Damage* unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing *Professional Services*.

### **Contractual Liability**

arising out of, based upon or attributable to any:

- (i) contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the *Insured's Professional Services* provided;
- (ii) performance warranty, guarantee, penalty clause or liquidated damages clause unless liability would have existed in the absence of such warranty, guarantee or clause; or
- (iii) delay in performing, failing to perform or failing to complete any *Professional Services*, unless such delay or failure arises from a *Breach of Duty* by an *Insured*.

### **Costs Assessment**

arising out of, based upon or attributable to any failure by any *Insured* or other party acting for the *Insured* to make an accurate pre-assessment of the cost of performing *Professional Services*.

### **Discrimination**

arising out of, based upon or attributable to any: (i) actual or alleged employment related practices, harassment or discrimination; or (ii) intentional or systemic harassment or discrimination.

### **Employers Liability**

by any person for bodily injury, sickness, disease or death incurred, contracted or occurring whilst under a contract of service or apprenticeship with the *Insured* or for any breach of any obligation owed by the *Insured* as an employer.

**Government/ Regulatory Action**

arising out of, based upon or attributable to any government, regulatory, licensing or commission action or investigation; unless relating solely to the performance of or failure to perform *Technology Services* for such entities.

**Infrastructure**

arising out of, based upon or attributable to:

- (i) mechanical failure;
- (ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or
- (iii) telecommunications or satellite systems failure.

**Insolvency**

arising out of, based upon or attributable to the insolvency, administration or receivership of the *Insured*.

**Internet Content**

arising out of, based upon or attributable to material which is published or posted on the Internet where, prior to publishing or posting, the *Insured* has no knowledge of either the content or source of the material.

**Joint Ventures**

arising out of, based upon or attributable to work carried out by the *Insured* for and in the name of any association or joint venture of which an *Insured* forms part.

**Misdeeds**

arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an *Insured* admits, to be a criminal, dishonest or fraudulent act; and in such event, the *Insurer* shall be reimbursed for all *Loss* paid in connection with such *Claim*; provided, however, that this exclusion shall not apply to the *Fraud/Dishonesty Cover*.

**Patent/Trade Secret**

arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or *Trade Secrets*.

**Pollution**

arising out of, based upon or attributable to: (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of *Pollutants*, or (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *Pollutants*, or (b) respond to or assess the effects of *Pollutants*.

### **Prior Claims/Circumstance**

- (i) made prior to or pending at the inception of this policy; or
- (ii) arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any *Insured* to give rise to a *Claim*.

### **Software Technology Infringement**

arising out of, based upon or attributable to any *Infringement* of software or software technology.

### **Trade Debts**

arising out of, based upon or attributable to any: (i) trading debt incurred by an *Insured* or (ii) guarantee given by an *Insured* for a debt.

### **U.S.A./Canada**

made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions.

### **War/Terrorism**

arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

## **Claims**

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### **Claim Notification**

The *Insured* shall, as a condition precedent to the obligations of the *Insurer* under this policy, give written notice to the *Insurer* of any *Claim* first made against the *Insured* as soon as practicable and during the *Policy Period*. All notifications must be in writing to:

#### **City Claims Unit - Financial Lines**

**AIG UK Limited**  
**The AIG Building**  
**58 Fenchurch Street**  
**London EC3M 4AB**

or by facsimile to + 44 020 7954 8293

or by email to Claims.PI@aig.com.

If posted, the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

### **Related Claims**

If notice of a *Claim* against an *Insured* is given to the *Insurer* pursuant to the terms and conditions of this policy, then: (i) any subsequent *Claim* alleging, arising out of, based upon or attributable to the facts alleged in that previously notified *Claim*; and (ii) any subsequent *Claim* alleging any *Wrongful Act* which is the same as or related to any *Wrongful Act* alleged in that previously notified *Claim*, shall be considered made against the *Insured* at the same time as the previously notified *Claim* was made and reported to the *Insurer* at the same time the previously notified *Claim* was first reported. Any *Claim* or *Claims* arising out of, based upon or attributable to (i) the same cause or *Wrongful Act*, or (ii) a single *Wrongful Act*, or (iii) a series of continuous, repeated or related *Wrongful Acts*, or (iv) the same or similar *Wrongful Acts* in a series of related matters or transactions, or (v) one matter or transaction, shall be considered a single *Claim* for the purposes of this policy.

### **Circumstances**

During the *Policy Period*, an *Insured* may become aware of circumstances which may reasonably be expected to give rise to a *Claim*. In such event, an *Insured* shall during the *Policy Period* report the circumstances in writing to the *Insurer*. If in doing so, the *Insured* provides: (i) the reasons for anticipating the *Claim*, and (ii) full particulars as to dates, acts and persons involved; then any *Claim* which is subsequently made against an *Insured* and reported in writing to the *Insurer* alleging, arising out of, based upon or attributable to such circumstances, or alleging any *Wrongful Act* which is the same as or related to any *Wrongful Act* alleged or described in the previously notified circumstances, shall be considered first made against the *Insured* and reported to the *Insurer* at the time the facts or circumstances were first reported, if accepted by the *Insurer*.

### **Defence/Settlement**

The *Insurer* does not assume any duty to defend, and the *Insured* shall defend and contest any *Claim* made against them unless the *Insurer*, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any *Claim*. If the *Insurer* does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the *Insurer*. In the event that the *Insurer* decides that representation by a solicitor is necessary (such decision to be at the sole discretion of the *Insurer*) then the *Insured* shall select one of the *Legal Panel* to provide such legal representation. The *Insurer* has the right at any time after notification of a *Claim* to make a payment to the *Insured* of the unpaid balance of the *Limit of Liability* applicable to any *Claim*, and upon making such payment, all obligations of the *Insurer* to the *Insured* under this policy in respect of the *Claim*, including, if any, those relating to defence, shall cease.

### **Insurer's Consent**

As a condition precedent to cover under this policy, no *Insured* shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any *Defence Costs* without the prior written consent of

the *Insurer*. Only those settlements, judgments and *Defence Costs* consented to by the *Insurer*, and judgments resulting from *Claims* defended in accordance with this policy, shall be recoverable as *Loss* under this policy. The *Insurer's* consent shall not be unreasonably withheld, provided that the *Insurer* shall be entitled to exercise all of its rights under the policy.

### **Insured's Consent**

The *Insurer* may make any settlement of any *Claim* it deems expedient with respect to any *Insured*, subject to such *Insured's* written consent. If any *Insured* withholds consent to such settlement, the *Insurer's* liability for all *Loss* on account of such *Claim* shall not exceed the amount for which the *Insurer* could have settled such *Claim*, plus *Defence Costs* incurred as of the date such settlement was proposed in writing by the *Insurer*, less coinsurance (if any) and the applicable *Retention*.

### **Cooperation**

The *Insured* will at their own cost: (i) render all reasonable assistance to the *Insurer* and co-operate in the defence of any *Claim* and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any *Loss* under this policy; (iii) give such information and assistance to the *Insurer* as the *Insurer* may reasonably require to enable it to investigate any *Loss* or determine the *Insurer's* liability under this policy.

### **Allocation**

In the event that any *Claim* involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each *Insured* and the *Insurer* taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

### **Fraudulent Claims**

If any *Insured* shall give any notice or claim cover for any *Loss* under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such *Loss* shall be excluded from cover under the policy, and the *Insurer* shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for *Loss* under the policy shall be forfeited and all *Premium* deemed fully earned and non-refundable.

## **Purchase and Administration**

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### **Policy Purchase**

In granting cover to the *Insured*, the *Insurer* has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. In the event of the *Insurer* being entitled to avoid this policy from inception or from the time of any variation in cover,

the *Insurer* may at their discretion maintain this policy in full force but exclude the consequences of and any *Claim* relating to any matter which ought to have been disclosed before inception or before any variation in cover.

### **Administration**

The *Policyholder* shall act on behalf each and every *Insured* with respect to: (1) negotiating the terms and conditions of and binding cover; (2) the exercise of all rights of *Insureds* under this policy; (3) all notices; (4) premiums; (5) endorsements to this policy; (6) the appointment of a member of the *Legal Panel* to defend a *Claim*; (7) dispute resolution; and (8) the receipt of all amounts payable to an *Insured* by the *Insurer* under this policy.

## **Limit and Retention**

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### ***Limit of Liability***

The total amount payable by the *Insurer* under this policy for any one *Claim* during the *Policy Period* shall not exceed the *Limit of Liability*. Sub-limits of liability and Extensions are part of that amount and are not payable in addition to the *Limit of Liability*. *Defence Costs* are payable in addition to the *Limit of Liability*. In the event that the amount paid by or on behalf of any *Insured* to dispose of a *Claim* exceeds this policy's *Limit of Liability* for any one *Claim*, then this policy shall only cover the same proportion of *Defence Costs* as this policy's *Limit of Liability* for any one *Claim* bears to the total amount paid to dispose of the *Claim* (exclusive of *Defence Costs*). The inclusion of more than one *Insured* under this policy does not operate to increase the total amount payable by the *Insurer* under this policy.

The *Limit of Liability* is the total sum payable by AIG UK Limited combined. Accordingly any sum paid by either New Hampshire Insurance Company or Landmark Insurance Company Limited under this policy shall erode the *Limit of Liability*. In no circumstances shall the liability of AIG UK Limited combined exceed the *Limit of Liability*.

### ***Retention***

The *Insurer* shall only pay for the amount of any *Loss* which is in excess of the *Retention*. For the avoidance of doubt, the *Retention* does not apply to *Defence Costs*. The *Retention* is to be borne by the *Insured* and shall remain uninsured. A single *Retention* shall apply to *Loss* arising from all *Claims* alleging the same *Wrongful Act*. The *Insurer* may, in its sole and absolute discretion, advance all or part of the *Retention*, and, in that event, such amounts shall be reimbursed to the *Insurer* by the *Insureds* forthwith.

### **Other Insurance/ Indemnification**

Unless otherwise required by law, cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the *Limit of Liability*. This policy shall not cover *Defence Costs* of any *Claim* where another insurance policy imposes upon another insurer a duty to defend such *Claim*.

If such other insurance is provided by the *Insurer* or any member company or affiliate of American International Group, Inc. (AIG), then the maximum amount payable by AIG under all such policies shall not exceed the *Limit of Liability* of that policy referred to above which has the highest applicable *Limit of Liability*. Nothing contained herein shall be construed to increase the *Limit of Liability* of this policy.

## **General Provisions**

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### **Assignment**

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the *Insurer*.

### **Cancellation**

by *Policyholder*

This policy may be cancelled by the *Policyholder* at any time only by mailing written prior notice to *Insurer* or by surrender of this policy to the *Insurer* or its authorised agent. In such cases, if no *Claim* has been made and no circumstance has been notified prior to such cancellation the *Insurer* shall retain the customary short rate proportion (unexpired portion of *Premium* less handling charges) of the *Premium*. Otherwise the *Premium* shall not be returnable and shall be deemed fully earned at cancellation.

by *Insurer*

This policy may be cancelled by the *Insurer* delivering to the *Policyholder* by registered, certified, other first class mail or other reasonable delivery method, at the address of the *Policyholder* set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for non-payment of the *Premium*), the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all *Insureds* at the date and hour specified in such notice. In such case, the *Insurer* shall be entitled to a pro-rata proportion of the *Premium*. Payment or tender of any unearned *Premium* by the *Insurer* shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

### **Complaints**

In the event that you have a complaint against AIG UK Limited, you should write to:

**The Customer Relations Manager**  
**AIG UK Limited**  
**The AIG Building**  
**2-8 Altyre Road**  
**Croydon**  
**CR9 2LG**

or by phone on 020 8680 7288 or fax 020 8253 7569 or via email to [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com).

To help us to deal with your comments quickly, please quote your Policy/Claim Number and Policyholder/Insured Name.

All customers will receive an acknowledgement within 5 working days.

### **Contract Rights**

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than the *Insured*, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.

### **Dispute Resolution**

All disputes or differences concerning the construction or interpretation of the provisions of this policy, whether arising before or after termination of this policy, shall be submitted to arbitration in London before the London Court of International Arbitration (LCIA) according to its then prevailing arbitration rules. The language to be used in the arbitration proceedings shall be English. The arbitration shall be conducted by a panel of three arbitrators having knowledge of the legal and insurance issues relevant to matters in dispute. The *Insurer* and the *Insured* shall each name one arbitrator and the third shall be appointed by the LCIA. The decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators shall not be asked to, and shall not award attorneys' fees or other costs. The costs of the arbitrators and any arbitration fees will be borne equally by the *Insurer* and the relevant *Insureds*. Otherwise, each party shall bear its own costs of the arbitration. In the event that separate disputes arise between the *Insurer* and several *Insureds* on related matters, these shall be resolved together or consecutively as the arbitrators shall consider appropriate.

### **Insolvency**

Insolvency, receivership or bankruptcy of any *Insured* shall not relieve the *Insurer* of any of its obligations hereunder.

### **Plurals, Headings and Titles**

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in italic typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.

### **Sanctions**

The *Insurer* has no liability to make any payment and no other liability or other obligation under any provision or Extension of this policy in respect of:

- (1) any risk located in a territory the laws or regulations of which prohibit the *Insurer* from providing, or which make it illegal for the *Insurer* to provide, insurance under this policy; and
- (2) any *Insured* or any beneficiary under the policy who or which is a

citizen or instrumentality of the government of any country against which any laws or regulations governing this policy or the *Insurer*, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which prohibit the *Insurer* from providing, or which make it illegal for the *Insurer* to provide, insurance coverage for, transacting business with or otherwise offering economic benefits to the *Insured* or any other beneficiary under the policy.

No benefit or payment will be made under this policy to any *Insured* or beneficiary who is declared unable to receive an economic benefit under the laws or regulations governing this policy or the *Insurer*, its parent company or its ultimate controlling entity.

### **Scope, Jurisdiction and Governing Law**

Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any *Claim* made against any *Insured* anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of England and Wales and in accordance with the English text as it appears in this policy.

### **Subrogation**

If any payment is to be made under this policy in respect of a *Claim*, the *Insurer* shall be subrogated to all rights of recovery of the *Insured* whether or not payment has in fact been made and whether or not the *Insured* has been fully compensated for its actual loss. The *Insurer* shall be entitled to pursue and enforce such rights in the name of the *Insured*, who shall provide the *Insurer* with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The *Insured* shall do nothing to prejudice these rights. Any amount recovered in excess of the *Insurer's* total payment shall be restored to the *Insured* less the cost to the *Insurer* of such recovery. The *Insurer* agrees not to exercise any such rights of recovery against any *Employee* unless the *Claim* is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the *Employee*. In its sole discretion, the *Insurer* may, in writing, waive any of its rights set forth in this Subrogation Clause.

This insurance is underwritten by AIG UK Limited which is authorised and regulated by the Financial Services Authority (FSA number 202628). This information can be checked by visiting the FSA website ([www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)). AIG UK Limited is a member of the Association of British Insurers and a member company of American International Group, Inc. Registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB.

Endorsement (s) effective ..... attaching to and forming part of  
Policy Number ..... issued to PolicyHolder.....