

## COINSURANCE CERTIFICATE

Following a leading insurer

### The Contract of Insurance

This **Certificate** is a contract of insurance between **You** and **Us**. In return for the premium shown in the **Schedule** that **You** have paid or agreed to pay **We** agree to insure **You** in accordance with the terms and conditions contained in or endorsed on this **Certificate**.

**You** should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure that **Your** insurance remains valid and what **You** have to do when making a **Claim**.

### Important

In deciding to insure **You** and in setting the terms and premium, **We** have relied on the **Proposal**. **You** must ensure that all information provided in the **Proposal** is accurate and complete. **You** must disclose every material circumstance **You** know or ought to know, and provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk, both at the commencement of the **Period of Insurance** or at the subsequent renewal of this **Certificate**.

It is important that **You**:

- check that the information **You** have given **Us** is accurate and complete
- comply with **Your** duties as set out in this **Certificate**.

If this **Certificate** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your** Broker at **Your** earliest opportunity.

### Renewal

**MUM** will write to **Your** Broker at least 21 days before the **Period of Insurance** ends with renewal terms or with full details of the information that **MUM** will require in order to offer renewal terms. Please contact **Your** Broker if **You** do not want to renew this **Certificate**. Occasionally, **We** may not be able to offer to renew **Your Certificate**. If this happens, **We** will write to **Your** Broker at least 21 days before the expiry of **Your Certificate** to allow enough time for **You** to make alternative insurance arrangements.

### Interpretation

- words and expressions appearing in bold type shall bear the meanings given against the word or expression in the section of this **Certificate** headed 'Definitions'.
- headings are for ease of reference only and shall not be taken into account in construing this **Certificate**.
- references to masculine include the feminine and vice versa;
- the singular includes the plural and vice versa;
- reference to any legislation, statute or statutory provision shall include any amendment or replacement;

references to any position, title or legislation shall include their equivalent in the relevant jurisdiction.

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## INSURING CLAUSES

### What is covered

In return for the premium shown in the **Schedule** that **You** have paid or agreed to pay **We** shall indemnify **You** against loss, damage or liability the risk and **Limit of Liability** stated in the Schedule on the same terms and conditions of the **Lead Insurer** specified in the **Schedule**.

**We** undertake, in the event of a loss, to pay **Our** proportion, it being understood and agreed that the **Lead Insurer** shall, at the time of any loss, cover at least their proportion stated in the **Schedule** (subject only to reduction by the amount of any loss not reinstated) for the same risk on the same subject matter, such proportion to be the same on each separate part thereof.

### CONDITIONS ADDITIONAL TO THOSE OF THE LEAD INSURER'S POLICY

These are the conditions of the **Certificate** that **You** or **We** need to meet or that govern how it will operate. They are additional to conditions in the **Lead Insurer's** policy. **We** may need to reject a claim or a claim payment could be reduced if **You** do not meet these conditions. **Your Certificate** may not be valid in some circumstances.

1 **Period of Insurance**

The **Period of Insurance** is as stated in the Schedule. This Insurance will be subject, without notice, to the general and special conditions, endorsements, assignments and alterations of rates as are or may be assumed in the **Lead Insurer's** policy upon which this Insurance is based.

2 **Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely 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.

3 **Termination of Certificate for Specified Events**

This **Certificate** will immediately and automatically be terminated in the event of any of the following:

- 3.1 The presentation of a petition seeking the appointment of a receiver or the making of a winding up order or the appointment of an administrator over **You** or the making of a Court order to that effect;
- 3.2 The passing of a resolution for the appointment of a liquidator, receiver or administrator or on the appointment of a liquidator, receiver or administrator over any of **Your** assets;
- 3.3 the suspension by **You** of a payment of **Your** debts or the entering into a voluntary arrangement or other scheme of composition with **Your** creditors by **You**

or any equivalent court application, order, appointment or arrangement in any jurisdiction in which **You** may be domiciled.

- 4      **Multiple Insureds**  
If more than one party is entitled to indemnity under this **Certificate** then the total amount which **We** will pay in respect of any claim will not exceed the amount which **We** would be liable to pay if there were only one party entitled to indemnity.
- 5      **Premium payment**  
**You** agree to pay the premium in full to **Us** within 60 days of inception of the **Period of Insurance** and that if the premium has not been so paid **We** shall have the right to cancel this **Certificate** by giving **You** 14 days' notice in writing. If **We** exercise this right then the premium payable by **You** shall be due to **Us** pro-rata for the period during which **We** have been on risk during the **Period of Insurance** unless any notification has been made in accordance with Claims Condition 1 prior to the expiry of the notice period in which case the full premium shall be due and payable.
- We** agree that if the premium due is paid in full to **Us** before the notice period expires, **Our** notice of cancellation shall be withdrawn automatically.
- 6      **Third party rights**  
**You** and **We** are the only parties to this contract and no other person or party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any rights under this **Certificate**, but this does not affect the ability of any third party to enforce any other right or remedy they may have.
- 7      **Assignment**  
Assignment of interest under this **Certificate** will not bind **Us** unless and until **Our** written consent is endorsed hereon.
- 8      **Document management**  
**We** may hold documents relating to this insurance and any **Claims** under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.
- 9      **Invalidity**  
If any provision of this **Certificate** is found to be invalid by any competent court or administrative body this will not affect the validity of any other provision in this **Certificate**.
- 10     **Notices**  
Any notice to be given under this **Certificate** must be sent by pre-paid first class post and shall be deemed to have been received:  
15.1    by **You** if it is sent to **Your** last known address or to **Your** broker; and  
15.2    by **Us** if sent to **MUM**.
- 11     **Manchester Underwriting Management**  
Manchester Underwriting Management Limited acts as **Our** agent and not for **You**.

## EXCLUSIONS ADDITIONAL TO THOSE OF THE LEAD INSURER'S POLICY

### What is not Covered

These exclusions are applicable to the entire **Certificate** unless otherwise specified. They are additional to exclusions in the **Lead Insurer's** policy.

**We** will not indemnify **You** under this **Certificate** against anything arising directly or indirectly from:

1 **Radiation**

caused directly or indirectly or otherwise arising from

- 1.1 ionising radiation or contamination by radioactivity from any nuclear fuel; or
- 1.2 the waste produced by the combustion or other treatment of nuclear fuel; or
- 1.3 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component of an explosive nuclear assembly.

2 **War**

loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

3 **Terrorism**

arising directly or indirectly or otherwise as a consequence of any act or acts of force or violence undertaken, for whatever reason, with the aim of influencing or overthrowing of any government or public authority or with the aim of making the public fearful;

4 **Sanctions**

or to the extent that to do so would expose **Us** or **MUM** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other economic or financial sanctions and embargos legislation applicable to **Us** or **MUM**. Sanctions, prohibitions or restrictions of the United States of America shall only apply provided that they do not violate current European and / or any other law applicable to **Us** or **MUM**.

5 **Cyber Liability**

- 5.1 the use or operation by **You** or by any third party, as a means for inflicting harm, of any computer, computer system, **Virus** or process or any other electronic system;
- 5.2 the costs of notification of any data breach to any party affected by such data breach;
- 5.3 or caused by any **Virus**

**CLAIMS CONDITIONS ADDITIONAL TO THOSE OF THE LEAD INSURER'S POLICY**

**Claims Conditions**

If **You** fail to comply strictly with any of the Claims Conditions below in relation to a particular **Claim** or **Circumstance** then **We** may be entitled to reduce the amount that **We** pay.

**You** must notify **Us** in writing at the same time and in the same manner as specified in the policy issued by the **Lead Insurer**.

## COMPLAINTS

If **You** have any questions or concerns about **Your Certificate** or the handling of a claim you should, in the first instance, contact **MUM** or the broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

If **Your** complaint cannot be resolved within two weeks, or if **You** have not received a response within two weeks, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response.

Lloyd's contact details are:

**Post:** Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent. ME4 4RN.

**Telephone:** +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date that **MUM** received your complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR

**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

## COMPENSATION

### (Financial Services Compensation Scheme)

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if any of **Us** is / are unable to meet **Our** obligations to you under this **Certificate**. If **You** were to be entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **Certificate**. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU and on their website [www.fscs.org.uk](http://www.fscs.org.uk).

## DEFINITIONS

In this **Certificate** where the following words appear in bold type they shall have these meanings:

**Certificate** shall mean this document and any accompanying **Schedule** and endorsements to it

**Lead**

**Insurer** shall mean the insurer specified in the Schedule

**Limit of**

**Liability** shall mean the amount stated in the **Schedule** and which shall be the maximum amount of **Our** liability

**MUM**

Shall mean Manchester Underwriting Management Limited whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR, who act as **Our** agent

**Period of**

**Insurance** shall mean the period stated in the **Schedule**

**Proposal**

shall mean all information supplied by **You** to **Us** by written, electronic or any other means

**Schedule**

shall mean the schedule attached to this **Certificate**

**Us/Our/We**

the Insurer or Insurers stated in the Schedule of Insurers

**You/Your**

shall mean the Insured named in the **Schedule**

## PRIVACY NOTICE

**Your** information will be processed by **Us** and by **MUM** in compliance with the provisions of the Data Protection Act 1998 and will be used by **Us**, and **Our** associated companies, **MUM** and its associated companies, by reinsurers for the purposes of providing reinsurance, and by all parties for the purposes of claims and complaints handling. It may be disclosed to third parties for these purposes and to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. **Your** information may also be used for and disclosed to third parties in connection with offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area, for any of these purposes and for systems administration. Where this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it.

For any questions or comments, or requests to see a copy of the information that **We** or **MUM** hold about **You**, please write to **Our** Group Data Protection Controller or to the Group Data Protection Controller at **MUM**, as appropriate.

**SCHEDULE**

**Certificate No.:**

**Name of Insured:**

**Period of Insurance:**

From:

To:

Both days at the hour expressed in the **Lead Insurer's** policy.

**The Risk Insured:**

**Limit of Liability:**

being % share of

This **Certificate**, being signed for % of 100.00%, insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in **Lead Insurer's** Policy.

**Lead Insurer:**

**Lead Insurer %:** %

**Premium:** being % share of

**Date:**