

EXCESS LAYER LIABILITY INSURANCE CERTIFICATE

Important Information

This **Certificate** is a legal contract and it is important that **You** read it carefully to ensure that it meets with **Your** requirements. If it does not or if **Your** insurance requirements change please let **Your Broker** know immediately.

We would remind **You** that **You** must tell **Us** immediately of any facts or changes which might affect **Our** assessment or acceptance of this insurance. If **You** do not disclose all relevant facts **You** may invalidate **Your Certificate** or **Your Certificate** may not operate fully.

Please note **Your Certificate** has been issued under an underwriting agreement between **MUME** and **Us**.

Please read through the documents and the enclosed schedules. An Insurance Product Information Document (IPID) is available, where applicable, summarising the relevant information about the insurance **Certificate** and the clauses that apply to the **Certificate**. If any terms, conditions, warranties, exceptions, exclusions and clauses are not to **Your** satisfaction or should **You** need any further clarification, please contact **Your Broker** at **Your** earliest convenience so that **MUME** may discuss the matter and amend accordingly. The applicable laws to this **Certificate** are stated in the insurance **Certificate** wording.

Should any material fact change during the term of this **Certificate**, kindly update **MUME** with such changes as failure on **Your** part to do so may prejudice **Your** position with **Us**. **We** may refuse a claim where there is a change in the subject matter of the contract of insurance.

Kindly note that **You** are under a duty to answer all questions posed by **Us** honestly and with reasonable care in connection with **Your** application for insurance.. Failure to disclose all information requested by **Us** during the application process, may prejudice **Your** position with **Us**. This means that a **Certificate** may be cancelled, claims may not be paid and **You** may encounter difficulty in trying to purchase insurance elsewhere.

All written and verbal communications will be made in English language. Should **You** wish to communicate or have documentation presented in any other language, **You** are kindly requested to inform **MUME** accordingly. The methods of communication used shall be via phone conversations, electronic mail, postal mail, or any other form of communication as necessary.

As **Your** insurance distributor, **MUME** will not give any insurance advice on the **Certificate**. **MUME's** remuneration in respect of the service given is included in the insurance premium.

MUME, as an independent Insurance Intermediary and Distributor, do not have any direct or indirect holding or voting rights in any Manufacturer, insurance undertaking or a parent undertaking of such insurance undertaking, nor do any such parties have any form of direct or indirect holding in **MUME**.

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 this **Certificate** and any **Endorsement**.

Sanctions

MUME is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to our business (collectively, Sanctions).

MUME is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose **MUME** or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

Any Insurance Intermediary or broker who undertakes any insurance intermediation activity in relation to this policy is required to comply similarly with laws applicable to us in respect of any services provided to **MUME** or on **MUME's** behalf.

To comply with Sanctions, **MUME** may be required to take actions such as freezing the funds of parties subject to Sanctions and making licence applications or notifications to relevant regulators. Other third parties **MUME** deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and **MUME** will not be liable for this or for similar steps taken by third parties.

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 answer **Our** questions "honestly and with reasonable care" (the test of reasonable care being by reference to that of the "average" consumer) to enable **Us** to assess **Your** insurance risk, both at the commencement of the **Period of Insurance** and at any 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** and any **Endorsement**.

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

Renewal

MUME 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 **MUME** will require in order to offer renewal terms, a schedule of the past five years of premiums and a list of claims made/paid in the preceding five years. 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 'General 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 CLAUSE

What is covered

In return for the premium shown in the **Schedule** that **You** have paid or agreed to pay **We** shall **Indemnify You** as follows for all sums which **You** become legally liable to pay as damages and claimant's costs fees and expenses in the event of:

- i) accidental **Bodily Injury** to any person
- ii) accidental loss of or damage to **Property**

occurring during the **Period of Insurance**.

Limits of Indemnity

Our total liability to pay damages and claimants' costs fees and expenses shall not exceed the **Limits of Indemnity** shown in the **Schedule** and shall only be payable in excess of the **Underlying Limits** and after the **Primary and Underlying Excess Insurers** have paid or been held liable to pay the full amount of the **Underlying Limits**.

EXCLUSIONS

What is not Covered

These exclusions are applicable to the entire **Certificate** unless otherwise specified.

We will not **Indemnify You** against:

- 1 a) **Your** liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the existence of or exposure to **Asbestos** or
b) **Your** obligation to defend any claim or suit alleging liability resulting from 1 a) above nor to any liabilities for any costs fees or expenses arising therefrom;
- 2 **Your** liability directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 3 **Your liability** directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiation or contamination from radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of an explosive nuclear assembly;
- 4 **You** against anything where or to the extent that to do so would expose **Us** or **MUME** 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 **MUME**
- 5 any judgment award payment or settlement made within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment award payment or settlement in whole or in part) nor in respect of legal costs fees and expenses pertaining thereto;
- 6 **Your** liability directly or indirectly caused by or arising out of **Terrorism** or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

CLAIMS AND HOW TO MAKE A CLAIM

It is a condition precedent to **Our** liability to **Indemnify You** or to make any payment under this **Certificate** that **You** will comply with “Claims and How to Make a Claim”.

1. Notification

You must give notice in writing to Leeson Claims Services Ireland as soon as reasonably practicable, but no later than fourteen days, of:

- i) any event or occurrence that may give rise to a claim under this Certificate;
- ii) receipt of notice of any impending prosecution, inquest or fatal accident enquiry, claim, summons or process;
- iii) Your actual knowledge of any accident, dangerous occurrence or incident required to be reported in line with the Safety, Health and Welfare at Work (Reporting of Accidents and Dangerous Occurrences) Regulations 2016;
- iv) Your actual knowledge of any Bodily Injury to any person involving a stay in hospital in excess of three business days

Notice shall include the reasons for the anticipation of a claim, with full particulars as to the circumstances, dates and persons involved. All documents related to the above requirements must be forwarded to Leeson Claims Services Ireland as soon as reasonably practicable, but no later than fourteen days after receipt.

New Claims, reportable accident notifications, or any notices of, or intention to, any adjudications should be made to MUM@LCSI.ie or Leeson Claims Services Ireland, 68 Merrion Square South Dublin 2.

GENERAL CONDITIONS

- 1 This **Certificate** is subject to the same warranties conditions definitions terms and exclusions as the **Primary Policy** (except as regards the premium the obligation to investigate and defend the renewal agreement (if any) the amount and limits of indemnity and except as otherwise stated herein) which were applicable at the time the **Bodily Injury** and/or damage to **Property** occurs. This **Certificate** shall not automatically follow settlements in discharge of **Primary and Underlying Excess Insurers** liability under the **Underlying Policies**.
- 2 Liability to pay under this **Certificate** shall not attach unless and until the **Primary and Underlying Excess Insurers** shall have admitted liability for the **Underlying Limits** or unless and until **You** have by final judgement been held liable to pay an amount which exceeds such **Underlying Limits** and then only after **Primary and Underlying Excess Insurers** have paid or have been held liable to pay the full amount of the **Underlying Limits**.
- 3 It is a condition precedent to liability of this **Certificate** that the **Underlying Policies** are maintained in full force and effect during the currency of this **Certificate** except for any reduction of any aggregate limits contained therein solely by payment of claims thereunder.
- 4 In the event of reduction or exhaustion of any **Underlying Limits** for which an aggregate is stated in the **Underlying Policies** this **Certificate** subject to its terms conditions definitions and exceptions shall
 - a) in the event of reduction pay the excess of such reduced amounts
 - b) in the event of exhaustion apply in place of the **Underlying Policies** but not in respect of which any reduced inner aggregate underlying amount applies.
- 5 Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require. The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **Schedule** is expressed as "minimum and deposit" and the premium adjustment calculation results in an amount which is less than the "minimum and deposit" stated in the **Schedule**, a rebate of premium will not be paid to **You**. Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due calculated on **Your** original estimated values.
- 6 In the event of any dispute between us as to the meaning, effect or validity of this **Certificate**, or the amount to be paid under this **Certificate** (liability being otherwise admitted by **Us**), then the dispute should be referred to an arbitrator to be appointed by **You** and **Us** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules). All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom. The seat of the arbitration will be in Dublin, Ireland and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in General Condition 19.

However, **You** may not need to engage in arbitration if **You** meet the criteria for the Financial Services and Pensions Ombudsman's Bureau to deal with the dispute and **You** follow the complaints procedure, all of which is contained in "Complaints".

- 7 **You** must give notice to **Us** of any alteration or circumstance which materially affects the risks insured under this **Certificate** and until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance where there is a change in the subject matter of the contract of insurance.
- 8 **We** may at any time pay to **You** in connection with any claim or series of claims under this **Certificate** to which an **Indemnity** applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and, upon payment being made, **We** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **Our** consent before the date of payment (unless the limit of indemnity is stated to be inclusive of defence costs). However, if **We** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **Certificate** then **We** will also contribute **Our** proportion of subsequent defence costs incurred with **Our** consent. Our proportion will be calculated as the percentage of the relevant limit of indemnity under this **Certificate** to the total limit of indemnity provided by the insurances to which **You** are entitled to an **Indemnity**.
- 9 If **We** determine that any claim is false or misleading in any material respect or if **You** or anyone acting on **Your** behalf makes any claim or any statement knowing this to be false or misleading in any way, **We** will be entitled to cancel this **Certificate** from the date of the false or misleading claim or the date that the false or misleading statement was made (by way of written notice to **You**) as soon as is practicable after **We** become aware that **You** have made a false or misleading claim and **We** will not pay or **Indemnify You** in relation to any false or misleading claim or any subsequent claims.
10. Where a claim is made under this **Certificate** and where an answer by **You** involves a fraudulent misrepresentation or where any conduct by **You** (relative to this **Certificate** or the steps leading up to its formation) involves fraud of any kind, **We** shall be entitled to avoid the **Certificate**, and **We** need not return any of the premium paid.

Where a claim is made under this **Certificate** and where an answer by **You** involves a negligent misrepresentation, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of disclosure:

- a. if **We** would not have entered into the **Certificate** at all, **We** may avoid the **Certificate** and refuse to pay all claims but must return the premium paid.
- b. if **We** would have entered into the **Certificate**, but on different terms (other than terms relating to the premium), the **Certificate** is to be treated as if it had been entered into on those different terms, if **We** so require.

- c. if **We** would have entered into the **Certificate**, but would have charged a higher premium, then **We** may reduce proportionately the amount to be paid on a claim (and any amounts paid on prior claims).

For the purpose of this condition, the acts, omissions or knowledge of one of the policyholders will not be imputed to any other policyholder.

We or **Your Broker** will write to **You** if **We**:

- a) intend to treat this insurance as if it never existed; or
- b) need to amend the terms of **Your** insurance.

11. **Nordic Försäkring & Riskhantering AB T/A MUME** acts as **Our** intermediary and not for **You**.
12. 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:
- 12.1 by **You** if it is sent to **Your** last known address or to **Your Broker**; and
 - 12.2 by **Us** if sent to **MUME**.
13. The due observance and fulfilment of the provisions of this **Certificate** insofar as they may relate to anything to be done or complied with by **You**, will be a condition of this **Certificate**. In the event of a breach by **You** of any provision that is described elsewhere in this **Certificate** as a condition precedent to **Our** liability **We** may be entitled to reject **Your** claim entirely. In the event of a breach of any provision of the **Certificate** that is not a condition precedent, and without prejudice to any of **Our** other rights, **We** may reject or reduce claims connected with the breach, to the extent **We** can demonstrate some prejudice, and continue the **Certificate** on such terms as it may determine. In both cases, if any payment on account of any claim has already been made, **You** will repay forthwith all payments on account to **Us**.
14. If in respect of any claim under this **Certificate** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Certificate**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Certificate**) in respect of that claim but always limited to the limit of indemnity.
15. **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 and How to Make a Claim" section 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.

16. 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.
17. **You** and **We** are the only parties to this contract and no other person or party may 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.
18. **We** may at any time during the **Period of Insurance** serve written notice on **You** at **Your** last known address cancelling the **Certificate** with effect from the thirtieth day after service of the notice. Such cancellation shall not affect the coverage or premium attributable under this insurance to the period prior to cancellation. **We** will return to **You** a part of the premium paid in excess of that proportionate to the pre-cancelled **Certificate**. If the premium at the commencement of the **Period of Insurance** has been calculated on any estimates provided by **You**, it will be adjusted in accordance with General Condition 5 before calculating the return of premium.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third day after being posted if sent by pre-paid letter post properly addressed.

If **You** pay **Your** premium by direct debit and there is any default in payment, **We** will contact **You** to request payment by a given date. If payment is still not received by this date, **We** may then cancel this insurance. No refund or credit of premium will be due when cancellation takes place in these circumstances.

a) **You** may cancel the **Certificate**, by giving notice in writing of cancellation to **Us**, within 14 days from:

- the day of purchase or renewal of the **Certificate**; or
- the day on which **You** receive this **Certificate** or the renewal documentation, whichever is the later (the "**Cooling-Off Period**").

b) If **You** do not exercise this right to cancel this **Certificate** during the Cooling-Off Period, it will continue in force and **You** will be required to pay the Premium.

c) **Your** right to cancel this **Certificate** does not apply where the duration of the contract is less than one month.

d) Upon such cancellation outside of the Cooling-Off Period by either **You** or **Us**, any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Certificate** has been in force. In the case of a cancellation by **You**, if **You** have made a claim or notified an incident, the full annual premium is due.

19. This **Certificate** is governed by the law of the Republic of Ireland and is subject to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute arising under or in connection with this Certificate, including any dispute as to the formation or validity of the Certificate.

20. The language of **Your Certificate** and any communication throughout the duration of the **Period of Insurance** will be English.
21. The insolvency bankruptcy receivership or any refusal or inability to pay by **You** and/or any insurer shall not operate to
 - a) reduce or exhaust the **Underlying Limits**
 - b) increase the **Our** liability under this **Certificate**.
22. Where these Conditions require notice to be given to **Us** that notice shall be given in writing to **MUME**.

DEFINITIONS

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

| | |
|--|---|
| Asbestos | Asbestos, asbestos fibres, asbestos dust or asbestos-containing materials |
| Bodily Injury | Death, injury, illness, disease, mental injury and anguish, nervous shock, medically recognisable psychiatric or psychological injury, including PTSD |
| Certificate | This document and any accompanying Schedule and Endorsements to it |
| Deductible | The amount payable by You and not indemnifiable by the Primary and Underlying Excess Insurers under the Underlying Policy/ies |
| Endorsement | A document detailing a change in the terms and conditions of this insurance |
| Excess | The amount payable by You before the Primary and Underlying Excess Insurers are obliged to make any payment under the Underlying Policy/ies |
| Indemnity / Indemnify / Indemnified | The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the limits of indemnity as specified in the Schedule . |
| Limit of Liability | The amount stated in the Schedule |
| MUME | Försäkring & Riskhantering AB T/A MUME incorporated and registered in Sweden with Registration No. 556418-5014 whose registered office is at Mölndalsvägen 22, 412 63, Göteborg, Sweden |
| North America | The United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada. |
| Primary Policy | The Primary Policy specified in the Schedule that is not an excess layer policy |
| Proposal | All information supplied by You to Us by written, electronic or any other means |
| Period of Insurance | The period stated in the Schedule |
| Property | Property which is both material and tangible |

| | |
|---|---|
| Primary and Underlying Excess Insurers | The insurer or insurers subscribing to the Underlying Policy/ies |
| Schedule | The schedule attached to this Certificate |
| Terrorism | Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear |
| Underlying Limits | The amount stated in the Schedule as the "Total Primary and Underlying Excess Limits" and which is the cumulative maximum amount of the liability to Indemnify You by the Primary and Underlying Excess Insurers under the Underlying Policy/ies after payment by You of any applicable Excess and/or deduction of the Deductible |
| Underlying Policy/ies | The Primary Policy and Underlying Excess Policy/ies specified in the Schedule |
| Us/Our/We | The Insurer or Insurers stated in the Schedule of Insurers |
| You/Your | The Insured named in the Schedule together with, individually and collectively, each of Your partners, members or directors including all former partners, members or directors, and all who may become partners, members or directors in Your firm during the Period of Insurance |