

## 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**. The terms of this **Certificate** substantially, but not entirely, follow the same terms and conditions of the **Lead Insurer** specified in the **Schedule**. Where the terms and conditions of this **Certificate** are incompatible with the terms and conditions of the **Lead Insurer** specified in the **Schedule** the terms and conditions of this **Certificate** shall prevail.

**You** should take the time to read all the terms of both this **Certificate** and the **Lead Insurer's** Policy, especially the conditions which **You** have to fulfil to ensure that **Your** insurance remains valid and what **You** have to do when making a notification under the **Lead Insurer's** Policy and/or this **Certificate**.

### Insurance Act

#### Duty of Fair Presentation

**You** are required to make a fair presentation of the risk to **Us**.

If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, **We** may regard the **Certificate** as void and are not required to return any paid premium to **You**.

If the breach was not deliberate or reckless, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:

1. **We** may regard the **Certificate** as void if **We** would not have entered into the insurance on any terms in the absence of the breach. In this case, **We** must return the premium paid.
2. If **We** would have entered into the insurance but on different terms (other than terms relating to premium) the **Certificate** is to be treated as if those different terms applied from the outset, if **We** so require.
3. If **We** would have entered into the insurance but would have charged a higher premium **We** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

#### Sanctions

**MUM** 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).

**MUM** 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 **MUM** 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 **MUM** or on **MUM's** behalf.

To comply with Sanctions, **MUM** 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 **MUM** deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and **MUM** 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 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** or the terms and conditions of the **Lead Insurer** do not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your** Broker at the earliest opportunity.

### **Renewal**

**Your** Broker is responsible for contacting us before expiry of this **Certificate** in order to discuss renewal terms. This is because **We** are not the **Lead Insurer**. 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**.

### **Interpretation**

- words and expressions appearing in bold type, other than in headings or titles of paragraphs are defined terms whose meanings given appear in the section of this **Certificate** headed 'Definitions'.
- headings and titles of paragraphs are included for ease of reference only and do not lend any meaning to the construction of this **Certificate**.
- references to one gender shall include a reference to the other gender;
- references to any word appearing in the singular shall include 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

In return for the premium shown in the **Schedule** that **You** have paid or agreed to pay, **We** agree to provide cover on the same terms, conditions, exclusions and limitations of the **Lead Insurer's** Policy subject to:

1. that cover being limited to **Our Proportion** up to the **Limit of Liability** stated in the **Schedule**;
2. the amendments to that cover and its terms, conditions, exclusions and limitations made by this **Certificate** which will in the event of a difference take precedence over the **Lead Insurer's** Policy.

Our liability to pay under this **Certificate** shall not attach unless and until the **Lead Insurer** shall have paid or have admitted or have been held liable to pay its proportion of a claim or loss.

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

These exclusions are applicable to the entire **Certificate** unless otherwise specified and are in addition to those in the **Lead Insurer's** Policy. If the **Lead Insurer's** Policy contains a similar but different exclusion **Our** exclusion takes precedence unless the **Lead Insurer's** exclusion is more favourable to **Us**.

**We** will not indemnify **You** under this **Certificate** against anything arising directly or indirectly from, in consequence of or in any way related to:

#### 1 **Cyber Liability and Data Law**

or contributed to by or arising from

- 1.6.1 the use or operation by **You** or by any third party, as a means for inflicting harm or for theft, of any computer, computer system, **Virus** or process or any other electronic system;
- 1.6.2 the costs of notification of any data breach to any party affected by such data breach;
- 1.6.3 the costs and expense of remedying any data breach including the containment and removal of any **Virus**;
- 1.6.4 the costs of notification of any data breach to any regulatory authorities and / or any party affected by such data breach;
- 1.6.5 or caused by any **Virus**;
- b. or for any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
  - 1.6.6 a **Cyber Act**; or
  - 1.6.7 any partial or total unavailability or failure of any **Computer System**; provided the **Computer System** is owned or controlled by **You** or any other party acting on **Your** behalf in either case; or
  - 1.6.8 the receipt or transmission of malware, malicious code or similar by **You** or any other party acting on **Your** behalf;
- c. or for loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly

resulting from or directly or indirectly arising out of any failure or interruption of service provided:

- 1.6.9 to **You** or any other party acting on **Your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **You**;
- 1.6.10 by any utility provider, but only where such failure of interruption of service impacts a **Computer System** owned or controlled by **You** or any other party acting on **Your** behalf;
- d. or for any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by **You** or any other party acting on **Your** behalf;

## 2 **Radiation, War or Terrorism**

### 2.1 **Radiation**

- 2.1.1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or
- 2.1.2 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

### 2.2 **War**

or 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;

### 2.3 **Terrorism**

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;

## 3 **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** to the extent not prohibited by applicable law.

CLAIMS AND HOW TO MAKE A CLAIM – CONDITIONS ADDITIONAL TO THOSE OF THE **LEAD INSURER'S POLICY**

- 1 **You** must notify **Us** in writing at the same time and in the same manner as specified in the **Lead Insurer's** Policy of any circumstances, claims or other matters of which you are obliged to notify the **Lead Insurer**.
- 2 **You** must obtain **Our** immediate agreement in writing to all matters and decisions in connection with the conduct, handling, settlement or any other matter relating to any claim or notified circumstance under this **Certificate** or under the **Lead Insurer's** Policy. No decision/s made by the **Lead Insurer** shall be binding upon **Us** unless or until **We** have agreed to those decision/s in writing.

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

- 1 The **Period of Insurance** is as stated in the **Schedule**. Save as amended hereby this **Certificate** will be subject, without notice, to the general and special conditions, warranties, conditions precedent, endorsements, assignments and alterations of rates as are or may be assumed in the **Lead Insurer's** Policy.
- 2 **Alterations to cover**  
No changes to the **Lead Insurer's** Policy or terms or conditions shall be binding upon **Us** unless or until **We** have agreed to those changes in writing.
- 3 **Definition of insurer in Lead Insurer's Policy**  
Where there is any definition of insurer/s, underwriter/s or we/us/our in the **Lead Insurer's** Policy, **You** and **We** agree that it shall be deemed to include **Us** and **We** shall have the same rights and obligations as the **Lead Insurer** save where those rights and obligations are different from those in this **Certificate**.
- 4 **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.
- 5 **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.

6 **Assignment**

Any assignment of **Your** interest under this **Certificate** will not bind **Us** without **Our** prior written consent.

7 **Document management**

**We** may hold documents relating to this insurance and any circumstances or claims notified to **Us** in electronic form and **We** 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.

8 **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**.

9 **Governing law**

This **Certificate** is governed by the laws of England and Wales unless, at the commencement of the **Period of Insurance**, **You** are either:

- i) a resident of; or
- ii) a business with its registered office or principal place of business situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the laws of that country, crown protectorate or dependency will apply.

In the event of any dispute between **Us** and **You** as to the meaning, effect or validity of this **Certificate** then the dispute shall be referred to a sole arbitrator who shall have exclusive jurisdiction to determine the dispute. In the event that the **You** and **We** fail to agree on the appointment of a particular arbitrator then an arbitrator shall be appointed by the President for the time being of the Chartered Insurance Institute.

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:

- 10.1 by **You** if it is sent to **Your** last known address or to **Your** broker; and
- 10.2 by **Us** if sent to **MUM**.

11 **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.

12 **Manchester Underwriting Management**

**MUM** acts as **Our** agent and not for **You**.

13 **Termination of Certificate for specified events**

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

- 13.1 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;
- 13.2 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;
- 13.3 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.

14 **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.



## DEFINITIONS

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

<b>Certificate</b>	shall mean this Coinsurance Certificate entered into between <b>You</b> and <b>Us</b>
<b>Lead Insurer</b>	shall mean the Lead Insurer specified in the Schedule
<b>Cyber Act</b>	shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any <b>Computer System</b>
<b>Data</b>	shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a <b>Computer System</b>
<b>Data Protection Law</b>	shall mean any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time)
<b>Limit of Liability</b>	shall mean the amount stated in the <b>Schedule</b> and which shall be the maximum amount of <b>Our</b> liability
<b>MUM</b>	shall mean Pen Underwriting Limited trading as Manchester Underwriting Management whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR, who act as <b>Our</b> agent
<b>Our Proportion</b>	shall mean the amount stated in the <b>Schedule</b>
<b>Period of Insurance</b>	shall mean the period stated in the <b>Schedule</b>
<b>Proposal</b>	shall mean all information supplied by <b>You</b> to <b>Us</b> by written, electronic or any other means
<b>Schedule</b>	shall mean the schedule attached to this <b>Certificate</b>
<b>Us/Our/We</b>	the Insurer or Insurers stated in the Schedule of Insurers
<b>Virus</b>	shall mean any software or executable code that replicates itself through a computer or computer network whether called a virus, logic bomb, Trojan Horse, worm or given any other name or term
<b>You/Your</b>	shall mean the Insured named in the <b>Schedule</b>

**SCHEDULE**

**Certificate No.:**

**Name of Insured:**

**Principal Address:**

**Insurer:**

**Period of Insurance:**

From:

To:

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

**Limit of Liability:** GBP[*Insert amount*] being **Our Proportion** of GBP[*Insert amount*]. This **Certificate**, being signed for [*Insert amount*]% of 100.00%, insures only that proportion of any claim or 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's Policy:**

**Our Proportion:** [*Insert amount*]%

**Premium:** GBP[*Insert amount*] plus Insurance Premium Tax being **Our Proportion** of GBP[*Insert amount*] plus Insurance Premium Tax

**Jurisdictional Limits:**

**Retroactive Date:**

**Date of Proposal:**

**Date:**