



Policy Documentation

CorporateGuard- Excess Elite

POLICY NUMBER: 24591718

CorporateGuard- Excess Elite

AIG Europe Limited
The AIG Building, 58 Fenchurch Street, London EC3M 4AB

Schedule

Policy Number:	24591718		
Item 1. Policyholder	Carmelcrest Ltd		
Address	Unit 7 Meridan Business Park Fleming Road Waltham Abbey Essex EN9 3BZ		
Business	Principal Building Contractor		
Item 2. Policy Period	From 25 October 2017 To 24 October 2018 (Both days inclusive)		
Item 3. Premium + IPT	Deposit Premium:	GBP	1,420.48
	Plus IPT at 12.00%	GBP	170.46
	(Calculated on 100.00% of Risk)		
	Total:	GBP	1,590.94
Item 4. Public/Products Liability	GBP 5,000,000	any one occurrence but limited to any one period of insurance in respect of the Products Liability	
In Excess of:	GBP 5,000,000	any one occurrence but limited to any one period of insurance in respect of the Products Liability	
	Insurer(s)	Policy Number(s)	
Primary	NIG	006256538	
Underlying	Not Applicable	Not Applicable	
Item 5. Employers Liability	Not Covered		
Item 6. Motor Third Party Property Damage	Not Covered		

Item 7. Crisis Containment Management Extension GBP 100,000 any one *Crisis* in the annual aggregate

SIGNED FOR AND ON BEHALF OF THE INSURERS

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "AIG Europe Limited" around the perimeter and "AIG" in a central rectangular box.

Dated: 17 November 2017

AIG Europe Limited

AIG Europe Limited is part of AIG Property Casualty. AIG is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 202628). AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

CorporateGuard - Excess Elite

Whereas the insured named in the Schedule hereto has paid or agreed to pay to AIG Europe Limited (hereinafter called "the Insurer") the Premium specified in the Schedule as consideration for the following insurance

1. Insurance Cover

The INSURERS hereby agree to indemnify the Insured to the extent of the limits as specified in Items 4, 5 and 6 of the Schedule hereof in respect of all sums which the Insured shall become legally liable to pay as damages consequent upon bodily injury and loss of or damage to property occurring during the Period of Insurance and arising out of the Business all as more fully described in the Primary Policies (hereinafter called "the Primary Policy").

PROVIDED ALWAYS THAT

- A:** No liability shall attach to the Insurers hereunder unless and until the Primary Insurers have paid or have been held liable to pay the full amount of their ultimate net loss liability as specified in Items 4, 5 or 6 of the Schedule (hereinafter called "the excess any one loss").
- B:** The liability of the Insurers hereunder shall not exceed the amount(s) as specified in Item 4, 5 or 6 of the Schedule.

2. Conditions

- 2.1** It shall be a condition precedent to any liability of the Insurers in respect of any claim under this Policy that the Insured shall have provided the Insurers with a full copy of the Primary Policy (including without limitation any endorsements, memoranda, and all attachments thereto) and the Insurers shall have had a reasonable opportunity being not less than 30 days to review the same and advise the Insured whether any additional terms or conditions or additional premium should apply under this Policy in the light of such review. Any review or investigation or negotiation of any claim by the Insurers prior to receipt of a copy of the Primary Policy shall be without prejudice to the fact that the Insurers shall have no liability to make any payment under the Policy in relation to that claim (including without limitation in respect of defence costs and expenses) unless and until a copy of the Primary Policy is provided to the Insurers and Insurers have had a reasonable opportunity to review the same as aforesaid.
- 2.2** It is the intention of this Policy that in respect of coverage provided under Items 4, 5 and 6 of the Schedule hereto Insurers shall only be bound under the terms of this Policy to "follow the form" of the Primary Policy in the manner described in Condition 2.8
 - (a) to the extent that a copy of that Primary Policy has been provided to the Insurers prior to the Insurers' acceptance of the risk under this Policy; or
 - (b) if the Primary Policy has not been so provided to the extent that the Insurers ought reasonably to have been aware at that time and without specific enquiry of the terms of that Primary Policy.
- 2.3** Without prejudice to Conditions 2.1 or 2.2 above and/or any other of the Insurers' rights howsoever arising if a copy of the Primary Policy is only provided to the Insurers after the date of inception of risk under this Policy the Insurers' liability in respect of any claim under this Policy shall be no greater or wider in scope than would have been the case if the terms of the Primary Policy had been no wider than that contemplated under 2.2(b) above and notwithstanding that the actual terms of that Primary Policy may contain any terms that would otherwise have increased or widened the scope of the Insurers' liability under this Policy.
- 2.4** The term "ultimate net loss" shall be understood to mean the sum actually paid in the settlement of losses for which the Insured are liable after making proper deductions for all recoveries, salvages and other insurances (other than the Primary Policies as stated in the Schedule) whether recovered or not and shall exclude all costs and expenses.

- 2.5 In the event of a claim occurring likely to exceed "the excess any one loss" no costs shall be incurred without the consent of the Insurers who shall be given the opportunity of co-operating in the settlement of claims in which they are interested. Should the claim become adjustable prior to going into Court or judgement be entered for a sum of not more than "the excess any one loss" then no costs shall be payable by the Insurers under this Policy.
- 2.6 Should the sum for which the said claim may be so adjustable exceed "the excess any one loss" then the Insurers hereunder if they consent to proceedings continuing shall contribute to the costs in the ratio that their proportion of the liability for the judgement rendered bears to the whole amount of the said judgement.
- 2.7 In the event that the Insured having the right to appeal a judgement in excess of "the excess any one loss" elect not to appeal such judgement then the Insurers may elect to conduct such appeal at their own cost and expense and shall be liable for the costs and interest incidental thereto but in no event shall the liability of the Insurers exceed the sum(s) as specified in Items 4, 5 and 6 of the Schedule.
- 2.8 It is understood and agreed that subject to the provisions of Conditions 2.1, 2.2, 2.3 and of any Endorsements attached to this Policy, this Policy is subject to the same warranties terms and conditions (except as regards the premium and amount and limit of liability and the renewal agreement if any and except as otherwise provided herein) as are contained in or as may be added to the Primary Policy. No amendment to the Primary Policy during the period of this Policy shall be effective in extending the scope of this Policy until agreed in writing by the Insurers.
- 2.9 It is a condition of this Insurance that the Primary Policy as specified in the Schedule shall be maintained in full force and effect during the Period of Insurance except for any reduction of the aggregate limits (if any) contained in the said Primary Policy solely by payment of claims in respect of losses occurring during the Period of Insurance.
- 2.10 The Insured shall give written notice to the Insurers as soon as practical of any occurrence which could on the basis of bodily injury and loss of or damage to property sustained reasonably be anticipated to involve an amount in excess of 75% of the Primary Policy limit where the Insured is liable for such bodily injury and loss of or damage to property. Solely for the purpose of reporting occurrences the Insured shall in all instances be considered legally liable for such bodily injury and loss of or damage to property.
- 2.11 If the Primary Insurers exercise a right under their policy to pay the limit of indemnity thereunder and only be liable for costs incurred up to the time of such payment then the Insurers under this Policy shall have the right to contest any claim against the Insured in the name of the Insured provided always that in this event the Insurers shall pay all legal costs and expenses incurred with their written consent after the date upon which the Primary Insurers shall have exercised the aforementioned right.
- 2.12 If by reason of the payment of any claim or claims by the Insurers of any Primary Policy as described in the Schedule during the Period of Insurance the amount of indemnity provided by such Primary Policy is
 - (a) partially reduced then this Policy shall apply in excess of the reduced amount of the Primary Policy for the remainder of the Period of Insurance
 - (b) totally exhausted then this Policy shall continue in force as Primary Policy until expiry hereof.
- 2.13 Premium designated as Deposit Premium is a deposit premium only which shall be credited to the amount of earned premium due at expiration of this Policy. When the final earned premium is computed at expiration and upon notice thereof to the Insured the Insured shall pay to the Insurers such final earned premium. If the total earned premium is less than the premium previously paid the Insurers shall return to the Insured the unearned portion paid by the Insured. The Insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the Insurers at the end of the Period of Insurance and at such times during the Period of Insurance as the Insurers may direct. Premium designated as Minimum Premium shall represent the minimum amount of premium due to the Insurers for the Period of Insurance of this Policy.
- 2.14 The Insurers may cancel this Policy by giving 60 days notice by recorded delivery to the Insured or his agent and in such circumstances the Insured shall then become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- 2.15 The proper law of this Policy shall be English law (or Scottish law where the Insured's Head Office is in Scotland) and the Courts of England (or Scotland where the proper law of the contract is Scottish) shall have exclusive jurisdiction in all disputes connected with this Policy.

- 2.16 The Insured shall notify the Insurers in writing of any material changes to the Business or risk. The Insurers reserves the right to accept or deny coverage at the time of such notification and to charge a separate rate and Premium for any such coverage.
- 2.17 No party other than the Insured shall be entitled to enforce any term of the Policy for its own benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

3. Extension

Crisis Containment Management

- 3.1. The Insurers will reimburse the Insured on the basis detailed herein as a direct result of a *Crisis* commencing during the Period of Insurance and reported to the Insurers in accordance with this Extension.

Any *Crisis* arising out of, based upon or attributable to related, continuous or repeated *Insured Events* shall be considered a single *Crisis* for the purposes of this Extension.

The maximum amount payable by the Insurers under this Extension will be subject to the aggregate limit as stated in Item 7 of the Schedule.

- 3.2. Subject to the Requirements set out in paragraph 3.6 of this Extension, for the purpose of this Extension only, the Insurers shall reimburse the Insured for *Crisis Consultant* fees and costs. Such fees and costs shall be approved and paid by the Insured and submitted to the Insurers for approval and reimbursement under this Policy. *Crisis Consultant* costs are limited to fees or costs incurred within the *Crisis Coverage Period*.

3.3. **Exclusions specific to this Extension:**

The Insurers are not liable for the payment of any loss directly or indirectly caused by or resulting from:

- (a) circumstances that affect the industry in which the Insured conducts its business activities;
- (b) governmental regulations which affect another country or the industry in which the Insured conducts its business activities;
- (c) changes in population, customer tastes, economic conditions, seasonal sales variations, or competitive environment;
- (d) any fraudulent act committed by any of the Insured's senior executives.

3.4. **Definitions specific to this Extension:**

- (a) ***Adverse Publicity*** means any negative reporting of an *Insured Event* in local, regional or national media (including but not limited to radio, television, newspaper and/or magazines) which has potential to cause a *Material Interruption*.
- (b) ***Crisis*** means any decisive, unstable or crucial time in the Insured's affairs or business resulting from an *Insured Event* that:
 - (i) has directly caused a *Material Interruption*; or
 - (ii) has the potential to cause:
 - (A) imminent *Financial Loss*; or
 - (B) *Adverse Publicity*,
for the Insured if left unmanaged.
- (c) ***Crisis Consultants*** means the independent crisis consultants previously approved by the Insurers for use by the Insured in connection with a *Crisis*.
- (d) ***Crisis Coverage Period*** means the period of time commencing when the *Crisis* is first reported to the Insurers and ending not later than 30 days thereafter.
- (e) ***Financial Loss*** means:
 - (i) within a 48 hour period, the price per share of the Insured's common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the Insured lists its common stock; or
 - (ii) a decrease greater than 20% in the consolidated revenues of the Insured.
- (f) ***Insured Event*** means an occurrence that in the good faith opinion of the Insured comprises of an event or circumstance which in the absence of crisis containment management could potentially give rise to a claim under this Policy.

- (g) **Material Interruption** means a disruption or break in the continuity of the Insured's normal business operations, which:
- (i) requires the direct involvement of all of the Insured's board of directors or senior executives and diverts their concentration from their normal operating duties; and
 - (ii) is likely to have a significant negative impact on the Insured's revenues, earnings or net worth.

3.5. Additional General Provisions applicable to this Extension

Changes in risk during the Period of Insurance

If during the Period of Insurance:

- (i) the Insured consolidates with or merges into, or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- (ii) any person or entity, whether individually or together with any other person or persons, entity or entities acquires an amount of the outstanding shares representing more than 50% of the voting power for the election of directors of the Insured, or acquires the voting rights of such an amount of such shares;

(either of the above events herein referred to as the "*Transaction*"),

then the cover provided under this Extension is amended so as to apply only to *Crisis* committed prior to the effective date of the *Transaction*.

The Insured shall give the Insurers written notice of the *Transaction* as soon as practicable but not later than 30 days after the effective date of the *Transaction*.

3.6. Requirements

Subject to the specific requirements set out in the paragraph below the Insured will, as a condition precedent to the obligations of the Insurers under this Extension of the Policy, give immediate notice to the Insurers of any *Crisis* by telephoning the CRISIS CENTRE HOTLINE available globally twenty-four hours a day, seven days a week at the following numbers:

Direct Dial outside Canada and U.S.:	+1.817.826.7236
USA / Canada: (toll free)	+1-866-926-8457

Any event that meets the following conditions will be reported to the Insurers in the time period indicated:

- (i) any event that results in regional or national media coverage (print, radio or television) and relates to an *Insured Event*, must be reported to the Insurers within 24 hours of the media coverage, if the Insurers has not previously been notified of the event by the Insured;
- (ii) any event that results in the filing of a claim or litigation against the Insured and relates to an *Insured Event*, must be reported to the Insurers within 48 hours of the claim/litigation filing, if the Insurers has not previously been notified of the event by the Insured.

Reporting of an event does not guarantee that it will be considered an *Insured Event*. In all cases, when the initial reporting of the event under this Policy is made verbally, written notification containing a complete description of the event must be submitted, when requested by the Insurers, by writing to The Contingency Claims Manager, AIG Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG.

SIGNED FOR AND ON BEHALF OF THE INSURERS



DATE: 17 November 2017

AIG Europe Limited

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How the Insurer uses Personal Information

The *Insurer* is committed to protecting the privacy of customers, claimants and other business contacts.

"**Personal Information**" identifies and relates to the *Insured*, representatives of the *Insured* or other individuals (e.g. the *Insured's* employees).

By providing Personal Information, the *Insured* gives permission for its use as described below. If the *Insured* provides Personal Information about another individual, the *Insured* confirms that the *Insured* is authorised to provide it for use as described below.

The types of Personal Information the Insurer may collect and why - Depending on the *Insurer's* relationship with the *Insured*, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by the *Insured*. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of the *Insured's* business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside the *Insured's* country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with the *Insurer's* group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers shared with other insurers. The *Insurer* is required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. The *Insurer* may search these registers to detect and prevent fraud or to validate the *Insured's* claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of the *Insurer's* company or transfer of business assets.

International transfer - Due to the global nature of the *Insurer's* business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in the *Insured's* country of residence.

Security and retention of Personal Information – Appropriate legal and security measures are used to protect Personal Information. The *Insurer's* service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: DataProtectionOfficer@aig.com or write to Data Protection Officer, Legal Department, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. More details about the *Insurer's* use of Personal Information can be found in the *Insurer's* full Privacy Policy at www.aig.com/privacypolicy or the *Insured* may request a copy using the contact details above.

Commercial Lines Complaints Procedure

We believe you deserve a courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below and provide the Policy/Claim Number and the name of the Policyholder/Insured to help us deal with your comments quicker.

Claims related complaints

Claims Manager:
AIG Europe Limited, 2-8 Altyre Road, Croydon, CR9 2LG

Telephone: +44 (0) 208 681 2556

Facsimile: +44 (0) 208 253 7515

All other complaints

Customer Relations Unit:
AIG Europe Limited, 2-8 Altyre Road, Croydon, CR9 2LG

Telephone: +44 (0) 208 649 6666

Facsimile: +44 (0) 208 680 7330

Email: uk.customer.relations@aig.com

Online: www.aig.com [please select "contact us" followed by "your feedback"]

We will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do our best to resolve matters to your satisfaction within 8 weeks. If we are unable to do this you may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) who will review your case. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

The FOS will not consider a complaint if you:

- have not provided us with the opportunity to resolve it, or
- are a business with more than 10 employees and a group annual turnover of more than €2 million; or
- are a trustee of a trust with a net asset value of more than £1 million or;
- are a charity with an annual income of more than £1 million.

The FOS can be contacted at:

Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Telephone: 08000 234 567

(free for people phoning from a "fixed line", i.e. a landline at home)

0300 123 9 123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email: complaint.info@financial-ombudsman.org.uk

Following this complaint procedure does not affect your right to take legal action.

ENDORSEMENTS

Endorsement(s) attaching to and forming part of Policy Number 24591718 in the name of Carmelcrest Ltd

Endorsement Number 1 - SC230e

Hazardous Contracting Work Exclusion

The indemnity provided under Item 4 of the Schedule shall not apply in respect of any claim arising in connection with:

- (a) the construction alteration or repair of tunnels viaducts or bridges
- (b) the construction alteration or repair of river or tidal defences docks dam construction or work within or behind dams
- (c) work in or on chemical nuclear oil gas or petrochemical plants
- (d) work in or on mines.
- (e) the erection of scaffolding except where such scaffolding forms part of a contract for erection, alteration, maintenance or repair by the Insured.
- (f) demolition except:
 - i) demolition of structures less than 5 metres in height and not forming part of any building
 - ii) demolition of buildings or part of a building which forms part of a contract for erection, alteration, maintenance or repair by the Insured.

Endorsement Number 2 - SC271a

Asbestos Exclusion

This Policy excludes all liability which is directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defence and/or settlement of any claim against an Insured or in respect of any other inquest, inquiry, enforcement action, or proceedings in which the Insured may be involved in relation to any of the foregoing.

Endorsement Number 3 - SC279

Heat Work Away Condition

It shall be a Condition precedent to any liability on the part of the Insurers under Item 4 Public/Products Liability section of this policy that the Insured or subcontractors working for the Insured when engaged in the use of *Heat Work* away from any premises owned leased or rented by the Insured shall comply fully with any *Heat Work Condition* applicable under the Primary Policy

In circumstances where the Primary Policy does not include any such *Heat Work Condition* this Policy excludes all liability directly or indirectly arising from the use of heat away from any premises owned leased or rented by the Insured.

For the purposes of this endorsement

- a) *Heat Work* shall include but not be limited to the use of gas and electrical powered welding burning or cutting equipment blow lamps and blow torches grinding equipment and vessels for heating of bitumen or bituminous compounds.
- b) *Heat Work Condition* shall mean any condition proviso term or warranty applicable under the Primary Policy in connection with *Heat Work* the terms of which have previously been agreed by the Insurers

Endorsement Number 4 - SC851

Public/Products Liability Clauses Non USA

It is understood and agreed that Item 4 Public/Products Liability section of this Policy excludes all liability:

1. (a) in respect of injury (as defined in the Primary Policy) sustained by an employee which arises out of and in the course of his employment by the Insured in the Business
- (b) attaching to the Insured or his insurer under any workmen's compensation unemployment compensation or disability benefits law or under any similar law
- (c) for loss of or damage to property belonging to the Insured or in the care custody or control of the Insured or any employee other than
 - (i) premises and their contents not belonging to or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
 - (ii) premises including fixtures and fittings leased or rented to the Insured unless liability is assumed under agreement and would not have attached in the absence of such agreement
- (d) arising from the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle including any trailer or apparatus attached thereto in circumstances where the Insured is responsible for insurance or equivalent security under any legislation governing the use of such vehicle or where indemnity is provided by any other insurance
- (e) arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft made or intended to be airborne
- (f) arising out of any products which with the knowledge of the Insured are incorporated into any craft made or intended to be airborne
- (g) arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft made or intended to be waterborne other than watercraft not owned by but used by the Insured for
 - (i) business entertainment unless the Insured is responsible for insurance
 - (ii) and hand propelled or sailing watercraft not exceeding 8 metres used in territorial waters
- (h) arising out of advice design specification given for a fee other than claims for bodily injury and loss of or damage to property
- (i) arising from Financial Loss unless such loss is a direct result of bodily injury loss of or damage to property for which indemnity is provided by this Policy

for the purposes of this Exclusion Financial Loss shall be deemed to mean –

A pecuniary or economic loss or expense
- (j) arising in the United States of America its territories and possessions or Canada or in respect of which legal proceedings are brought in the countries specified or where legal proceedings are brought outside such countries to enforce an award whether by way of reciprocal agreement or otherwise

- (k) arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water

but it is agreed that this exception does not apply in respect of bodily injury loss of or damage to property which arises directly or indirectly from Pollution or contamination where such Pollution or Contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

for the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean

- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (ii) all injury or damage directly or indirectly caused by such pollution or contamination

all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

in respect of all Pollution and Contamination occurrences the liability of the Insurers shall not exceed the limit as specified in Item 4 of the Schedule for any one Period of Insurance.

All other terms and conditions of this Policy remain unaltered



(Authorised Representative)
Dated 17 November 2017

