



**HDI-GERLING INDUSTRIAL INSURANCE
COMPANY - UK BRANCH**

HDI-Gerling Industrie Versicherung
AG is a company with limited liability
and incorporated in Germany

Trades in the UK under the name:
HDI-Gerling Industrial Insurance Company – UK Branch
Registered in England No. BR009715

1, Great Tower Street
London, EC3R 5AA

Richard Taylor: UK Representative

Authorised by BaFin in Germany and regulated by the
Financial Services Authority for the conduct of UK
business

Tel: 020 7696 8099

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PUBLIC AND PRODUCTS LIABILITY INSURANCE

The HDI-Gerling Industrial Insurance Company - UK Branch (hereinafter called "the Company") in consideration of the payment of premium by the Insured and subject to all terms Definitions Limits of Indemnity Exceptions Conditions and any Memoranda endorsed hereon will indemnify the Insured against all sums that the Insured shall become legally liable to pay for damages or compensation and claimants costs and expenses in respect of Bodily Injury or Property Damage or Other Contingencies happening during the Period of Insurance and arising out of an Occurrence within the Policy Territory in connection with the Business

The Company will also pay Legal Costs in addition to the Limits of Indemnity

Date 08 August 2011

A handwritten signature in blue ink, appearing to be 'R. Taylor'.

**Signed
For and on behalf of the
HDI-Gerling Industrial Insurance Company - UK Branch**

Important Notice to the Insured
Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Company should be contacted immediately if any correction is necessary

SCHEDULE

- Policy No :** 110-01160305-14006
- The Insured :** Benier (UK) Ltd
- Address:** 56 Alston Drive Bradwell Abbey Milton Keynes MK13 9HB
- Business :** Vendors and Servicers of Bakery Machinery and Equipment
- Broker :** Bluefin Group
- Period of Insurance : a)** From 1 January 2011) Local Standard Time at the
To 31 December 2011) Address of the Insured
both days inclusive
- or
- b)** Any subsequent renewal period for which the Insured shall pay and the Company shall agree in writing to accept a renewal premium
- Limits of Indemnity :** **(i)** EUR 1,000,000 any one Occurrence or all Occurrences of a series consequent upon one source or original cause
- PROVIDED THAT
- (ii)** The liability of the Company shall not exceed EUR 2,000,000 in the aggregate for any one Period of Insurance in respect of liability arising from the Products
- First Premium :** EUR 2,500 (GBP 2,140.00) In Full plus EUR 125 (GBP 107.00) Insurance Premium Tax
- Policy Territory :** This Policy shall only apply to Occurrences happening
- (1)** in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (2)** anywhere in the world in respect of liability arising from
- (i)** the Products sold supplied or distributed by the Insured from any premises within (1) above
- (ii)** Business visits by directors of the Insured or non-manual Employees ordinarily resident in any of the territories specified in (1) above
- (3)** anywhere within the Continent of Europe arising from Business visits by manual Employees ordinarily resident in any of the territories specified in (1) above
- Excess:** EUR 25,000 for property damage and bodily injury
- Notice of Occurrence to:** HDI Gerling Industrial Insurance Company – UK Branch Via
287-2977 Upper Fourth Street
Milton Keynes
MK9 1EH
- All other Notices to:** HDI Gerling Industrial Insurance Company – UK Branch Via
287-2977 Upper Fourth Street
Milton Keynes
MK9 1EH

Proposal information: As supplied by HDI Gerling Netherlands

Memoranda applicable at inception: 1 to 4 Inclusive

Examined:

DEFINITIONS

- (1) The **Insured** shall mean any person or company named in the Schedule and at the request of the Insured shall include
- (a) directors partners and shareholders whilst acting in their respective capacities for the Insured
 - (b) any Person Employed including Medical Persons but only whilst acting within the scope of their duties
- but only in respect of legal liability for which the Insured would have been entitled to indemnity under this Policy if the claim for which indemnity is sought had been made against the Insured
- (c) the officers committees and members of the Insured's canteen social sports educational and welfare organisations and first aid fire security and ambulance services in their respective capacities as such
 - (d) any director partner or Employee of the Insured in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured
- each of whom shall as if they were the Insured be subject to the terms of this Policy in so far as they can apply
- (2) **Bodily Injury** shall mean personal injury sickness disease or death and shall include but not by way of limitation mental injury shock false arrest or invasion of the right of privacy
- (3) **Property Damage** shall mean damage to loss of or destruction of material property
- (4) The **Business** shall mean the business of the Insured as stated in the Schedule and shall include
- (a) ancillary activities
 - (b) ownership repair maintenance and decoration of the Insured's own property and premises occupied by the Insured
 - (c) provision and management of canteen social sports educational and welfare organisations for the benefit of any Person Employed and first aid fire security and ambulance services
 - (d) participation in exhibitions anywhere in the world
 - (e) private work undertaken by any Person Employed for any director partner or Employee of the Insured with the prior consent of the Insured
- 5) **Product** (or **Products** where applicable) shall mean goods including containers packaging labels and instructions accompanying the Product manufactured sold supplied distributed altered constructed repaired serviced designed tested installed or processed by or on behalf of the Insured and which are not in the possession of the Insured at the time of the Occurrence
- (6) **Occurrence** shall mean an accident or event including continuous or repeated injurious exposure to substantially the same general conditions which results during the Period of Insurance in Bodily Injury or Property Damage or Other Contingencies neither expected nor intended from the standpoint of the Insured

- (7) **Legal Costs** shall mean
- (a) costs of legal representation at
 - (i) any coroner's inquest or inquiry in respect of any death
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Occurrencewhich may be the subject of indemnity under this Policy
 - (b) all other costs and expenses in relation to any Occurrence which may form the subject of a claim for indemnity under this Policy
- incurred with the written consent of the Company
- (8) **Medical Persons** shall mean Doctors Medical Nurses and Dentists
- (9) **Excess** shall mean the amount(s) which the Insured agrees to pay in respect of all damages compensation claimant's costs and expenses and Legal Costs before the Company shall be liable to make any payment
- (10) **Person Employed** shall mean any
- (a) Employee
 - (b) labour master and persons supplied by a labour master
 - (c) person employed by labour only sub-contractors
 - (d) self employed person
 - (e) person hired to or borrowed by the Insured
 - (f) person undertaking study or work experience
 - (g) person supplied under any Youth Training or similar government scheme
- while working under the control of the Insured in connection with the Business
- (11) **Employee** shall mean a person under a contract of service or apprenticeship with the Insured
- (12) **Other Contingencies** shall mean nuisance trespass or interference with any easement right of air light water or way

EXTENSIONS

Unless otherwise stated the following Extensions are subject always to the terms of the Policy

(1) INDEMNITY TO PRINCIPAL

As far as is necessary to meet the requirements of any contract or agreement entered into by the Insured with any Principal the Company will at the request of the Insured treat the Principal as though he were also the Insured but only in respect of liability (as provided for herein) arising out of the performance of such contract by the Insured in connection with the Business provided that the Principal shall observe fulfil and be subject to the terms of this Policy insofar as they apply

(2) CROSS LIABILITIES

Where there is more than one Insured this Policy shall apply to each Insured as though a separate policy had been issued to each provided always that the total liability of the Company shall not exceed the Limits of Indemnity

(3) HEALTH AND SAFETY AT WORK - LEGAL DEFENCE COSTS

The Company will indemnify the Insured and if the Insured so requests any director or partner of the Insured or Person Employed in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

Provided that

- (a) the proceedings relate to
 - (i) the health safety and welfare of any person other than a Person Employed
 - and
 - (ii) an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- (b) the indemnity will not apply
 - (i) to fines or penalties of any kind
 - (ii) notwithstanding Condition (9) where indemnity is provided by any other insurance
 - (iii) to proceedings consequent upon any deliberate act or omission

(4) CONSUMER PROTECTION ACT LEGAL DEFENCE COSTS

The Company will indemnify the Insured and if the Insured so requests any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987

Provided that

- i) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- ii) the Company will not provide indemnity
 - a) for fines or penalties of any kind

- b) notwithstanding Condition (9) where indemnity is provided by any other insurance
- c) in respect of proceedings consequent upon any deliberate act or omission

(5) OVERSEAS PERSONAL LIABILITY

The Company will indemnify the Insured and if the Insured so requests any director partner or Employee of the Insured or their dependants travelling with them against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The Company shall not be liable

- i) for Occurrences arising out of the ownership or occupation of land or buildings
- ii) notwithstanding Condition (9) where indemnity is provided by other insurance

(6) DEFECTIVE PREMISES ACT

The Company will indemnify the Insured in respect of any legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

Provided always that the Company shall not be liable in respect of the cost of remedying any defect or alleged defect in premises disposed of by the Insured

(7) CONTINGENT MOTOR LIABILITY

Notwithstanding Exception (7) (d) the Company will indemnify the Insured against legal liability arising out of the use in the course of the Business of any motor vehicle not the property of nor provided by the Insured

The Company shall not be liable

- (a) in respect of Property Damage to such vehicle or to property conveyed therein
- (b) notwithstanding Condition (9) where indemnity is provided by other insurance
- (c) for legal liability arising out of the use of any motor vehicle outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

For the purposes of this Extension the term "Insured" shall mean only the Insured named in the Schedule and no other party

(8) DAMAGE TO LEASED OR RENTED PREMISES

Exception (9) shall not apply to Property Damage to premises (and/or fixtures and fittings thereof) leased or rented to the Insured

Provided that this Extension shall not apply in respect of

- (a) liability which attaches solely by virtue of a contract and/or agreement
- (b) the first GBP250 of each and every Occurrence caused otherwise than by fire or explosion
- (c) Property Damage to any such premises which is insured under any property or fire insurance policy arranged by the Insured or under which the Insured is entitled to indemnity in respect of such Property Damage notwithstanding Condition (9)

(9) DATA PROTECTION ACT

The Company will indemnify the Insured against Loss as a result of any claim or claims made against the Insured during the Period of Insurance and arising by virtue of Section 13 of the Data Protection Act 1998

Provided always that

- (1) the Company will not provide an indemnity against any claim
 - (i) brought about or contributed to by any deliberate act or omission by or on behalf of the Insured if the result thereof could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
 - (ii) brought about or contributed to by any act of fraud or dishonesty
 - (iii) in respect of which the Insured is entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such other policy had this Policy not been effected
 - (iv) by or on behalf of any director or employee of the Insured in connection with employment in the Business
- (2) the liability of the Company shall not exceed GBP500,000 in the aggregate in respect of all Loss resulting from all claims in any one Period of Insurance. In addition the Company will also pay all other costs and expenses incurred with its written consent
- (3) the Insured shall take all reasonable care to comply with the requirements of the Data Protection Act 1998
- (4) the Insured shall give to the Company immediate notice in writing of any claim made against them

So far as concerns this Extension

- (i) Exception (9) shall only apply in respect of any costs incurred in reinstating or replacing data
- (ii) Loss shall mean all sums which the Insured shall become legally liable to pay as
 - (a) compensation
 - (b) claimant's costs and expenses

Except as provided for in this Extension this Policy shall not apply to any liability in connection with the Data Protection Act 1998

(10) CORPORATE MANSLAUGHTER- LEGAL DEFENCE COSTS

The Company will indemnify the Insured and if the Insured so requests any director or partner of the Insured or Person Employed in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- (a) the proceedings relate to
 - (i) the alleged manslaughter of any person other than a Person Employed and
 - (ii) an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- (b) the indemnity will not apply
 - (i) to fines or penalties of any kind
 - (ii) notwithstanding Condition (9) where indemnity is provided by any other insurance

- (iii) to proceedings consequent upon any deliberate act or omission
- (c) the liability of the Company shall not exceed GBP1,000,000 in the aggregate in respect of all legal costs and expenses resulting from all offences alleged in any one Period of Insurance

(11) COMPENSATION FOR COURT ATTENDANCE

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- i) any director or partner of the Insured GBP500
- ii) any employee of the Insured GBP250

EXCEPTIONS

The Company shall not be liable for

- (1) any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power
- (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
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (c) the furnishing by the Insured of service materials parts or equipment in connection with planning construction maintenance or use of any nuclear facility including any nuclear reactor or device designed or used for
 - (i) separating the isotopes of uranium plutonium
 - (ii) processing or utilising spent fuel or
 - (iii) handling processing or packaging nuclear waste
- (3) Bodily Injury sustained by any Person Employed
- (4) legal liability for which the Insured may be held liable under workmans compensation unemployment compensation disability benefits law or any similar law
- (5) loss of or damage to any Product caused by any defect therein the harmful nature thereof or the unsuitability thereof to fulfil its intended purpose
- (6) any cost or expense incurred by the Insured or others for the recall inspection removal repair alteration replacement or reinstatement of any Product necessitated by any defect therein the harmful nature thereof or the unsuitability thereof to fulfil its intended purpose
- (7) legal liability arising directly or indirectly out of the ownership possession maintenance or use by or on behalf of the Insured of any
 - (a) aircraft or other aerial device
 - (b) water-borne vessel or craft other than those used for business entertainment
 - (c) hovercraft
 - (d) mechanically propelled vehicle used in circumstances in respect of which insurance or security is necessary to meet the requirements of Road Traffic legislation other than legal liability consequent upon
 - (i) the use of plant as a tool of trade
 - (ii) the loading or unloading of any vehicle

except where indemnity for such legal liability is provided by any motor insurance policy or where insurance or security in respect of such legal liability is required by law

- (8) legal liability arising directly or indirectly out of or in connection with
- (a) advice) provided for a fee only
 - (b) design) and not in connection with the
 - (c) specification) supply of a Product
- (9) Property Damage to property owned by or leased or rented to or in the care custody or control of the Insured other than
- (i) Employees' directors' partners' and/or visitors' property
 - (ii) premises not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- (10) Property Damage to that part of any property on which the Insured is or has been working where such Property Damage arises as a direct result of such work
- (11) fines penalties aggravated liquidated punitive or exemplary damages additional damages resulting from the multiplication of compensatory damages or compensation ordered or awarded by any Court of Criminal Jurisdiction
- (12) legal liability arising directly or indirectly from any Products which to the knowledge of the Insured are for use in or incorporation into any aircraft or other aerial device
- (13) legal liability arising directly or indirectly out of Pollution or Contamination other than 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
- All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- The liability of the Company for all damages and compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed the sum stated in the Schedule as the Limit of Indemnity for any one Occurrence
- For the purpose of this Policy "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 loss or damage or injury directly or indirectly caused by such pollution or contamination
- (14) legal liability assumed by the Insured under contract or agreement (other than liability under terms implied by statute as to quality and fitness for purpose) and which would not have attached in the absence of such contract or agreement unless prior to the commencement thereof full details have been notified to the Company and the Company has agreed in writing to provide an indemnity
- (15) legal liability arising directly or indirectly out of passing off or infringement of patent copyright trade mark trade name or any other intellectual property

- (16)** any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (a)** asbestos asbestos fibres asbestos dust or any materials containing asbestos
 - (b)** mould fungi or bacteria
 - (c)** tobacco or any tobacco Products (or ingredients thereof)
 - (d)** Transmissible Spongiform Encephalopathy (TSE) Creutzfeldt-Jakob Disease (CJD) variant Creutzfeldt-Jakob Disease (vCJD) new variant Creutzfeldt-Jakob Disease (nvCJD) or Bovine Spongiform Encephalopathy (BSE)

provided that paragraphs (a) (b) or (c) of this Exception shall not apply to Bodily Injury Property Damage or Other Contingencies where such Bodily Injury Property Damage or Other Contingencies are not related to the chemical or biological properties of such goods materials or Products

- (17)** legal liability arising directly or indirectly out of or alleged to have arisen from any wrongful act of directors or officers of the Insured in the discharge or performance of their duties as such other than claims for damages or compensation and claimants costs and expenses consequent upon Bodily Injury or Property Damage or Other Contingencies

For the purpose of this Exception wrongful act shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties individually or collectively or any matter claimed against them solely by reason of their being directors or officers of the Insured

- (18)** legal liability arising directly or indirectly out of or alleged to have arisen from any harassment misconduct discrimination breach of confidence or Employment Practices

The term "Employment Practices" as used in this Exception shall mean any wrongful or unfair dismissal denial of natural justice misleading representation or advertising sexual harassment or discrimination directly related to employment by the Insured

CONDITIONS

- (1) This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear
- (2) Upon receipt of this Policy the Insured agrees that it has been issued upon the truth of his declarations and representations made to the Company or any of its agents relating to this Insurance
- (3) The terms of this Policy shall not be waived altered or changed in any way except by Memoranda issued by the Company
- (4) If any part of the Deposit Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record Within one month of the expiry of the Period of Insurance the Insured shall furnish such information as the Company may require The Deposit Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured subject to the retention by the Company of any Minimum Premium
- (5) The Insured shall take reasonable precautions to prevent any event which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in sound condition and as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- (6) The Insured shall as a condition precedent to their right to be indemnified under this Policy:
 - (i) give written notice as soon as possible of any Occurrence giving rise to or which may give rise to a claim under this Policy including full particulars of the Occurrence
 - (ii) notify the Company in writing immediately he shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any Occurrence for which there may be liability under this Policy
 - (iii) forward to the Company as soon as possible upon receipt every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured
 - (iv) give all such information and assistance as the Company may require
 - (v) make or give no admission offer promise payment or indemnity without the written consent of the Company
 - (vi) retain unaltered and unrepaired anything connected with the Occurrence for as long as the Company may reasonably require
- (7) The Company shall be entitled to conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have sole discretion in the conduct of any proceedings including choice of counsel and in the settlement of any claim
- (8) In connection with any claims against the Insured the Company may at any time pay to the Insured the Limit of Indemnity or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for costs and expenses which the Company have already agreed to bear in respect of matters prior to the date of such payment

- (9) The insurance afforded by this Policy is excess over and reduced by any other valid and collectable insurance available to the Insured. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss.
- (10) The Company may cancel this Policy by sending 30 days notice to the Insured at the Insured's last known address. The Insured shall thereupon become entitled to a return of premium after deduction of premium at the Company's short period rates.
- (11) This Policy shall be governed by and construed in accordance with the laws of England. The Company and the Insured shall submit to the exclusive jurisdiction of the courts of England over any matter arising under or in connection with this Policy.

Where any claim arises from an Occurrence outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

- (i) the Insured will be required to handle the defence and investigation of any claim where the Company is by law or circumstance prevented from indemnifying the Insured locally
- (ii) the Company will indemnify the Insured in Great Britain Northern Ireland the Channel Islands or the Isle of Man in respect of any claim where the Company is by law or circumstance prevented from indemnifying the Insured locally

Memoranda attaching to and forming part of Policy No 62//D in the name of

1 UNITED STATES OF AMERICA/CANADA

Notwithstanding anything to the contrary contained in this Policy

- (A)** This Policy does not include as an Insured nor indemnify any Company domiciled and/or registered in any Specified Territory
- (B)** As far as concerns legal liability arising from any claim
- (i)** which is made in any Specified Territory
 - (ii)** in respect of which action or litigation is brought in a court of law within any Specified Territory or where action or litigation is brought in a court of law outside such Territory to enforce a judgement therein
- (1)** The Company shall not be liable for punitive or exemplary damages
- (2)** The Limits of Indemnity specified in the Schedule are each deemed to be inclusive of all Legal Costs
- (3)** This Policy does not cover any liability for:
- (a)** Bodily Injury Property Damage or Other Contingencies directly or indirectly caused by seepage pollution or contamination
 - (b)** The cost of removing nullifying or cleaning-up seeping polluting or contaminating substances
 - (c)** Fines or penalties
 - (d)** Uninsured Motorists coverage Underinsured Motorists coverage or any obligation of the Insured under "No-Fault" state law
 - (e)** Bodily Injury Property Damage or Other Contingencies directly or indirectly caused by
 - (i)** electromagnetic fields (EMFs)
 - (ii)** Hepatitis Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named
 - (iii)** latex and/or latex protein and/or latex derivatives and/or latex substances howsoever the latex latex protein latex derivatives or latex substances are named identified described or classified
 - (iv)** lead
 - (v)** Polychlorinated Biphenyls (PCBs) also known as Askarels including polychlorinated biphenyl generated dibeneofurans and dioxins or any polychlorinated biphenyls-containing Product or material or derivative thereof or the presence of or the actual or threatened use installation withdrawal or disposal of any such Product or material
 - (vi)** silica crystalline silica silica fibres silica dust or any Product containing silica crystalline silica silica fibres or silica dust
 - (vii)** Chromated Copper Arsenate (CCA)
 - (viii)** Methyl Tertiary Butyl Ether (MTBE)

provided that paragraphs (iii) (iv) or (vi) of this exclusion shall not apply to Bodily Injury Property Damage or Other Contingencies where such Bodily Injury Property Damage or Other Contingencies are not related to the chemical or biological properties of such goods materials or Products

For the purposes of this Memorandum "Specified Territory" shall mean the United States of America Canada and any territory within the jurisdiction thereof

2 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Pursuant to Section 1 (a) and Section 1 (2) of the Contracts (Rights of Third Parties) Act 1999 it is agreed that except as provided by Extension (1) nothing in this Policy shall confer a directly enforceable benefit on any party other than the Insured

3 TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any loss damage or injury cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this Exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof 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

This Exclusion also excludes loss damage bodily injury cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism

If the Company alleges that by reason of this Exclusion any loss damage injury cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

4 INTERNATIONAL PROGRAMME

It is agreed between the Company and the Insured that this Policy is part of an international programme under which a Master Policy has been issued which contains an annual aggregate and that the insured limits terms conditions and future amendments of the said Master Policy shall always prevail In the case of cancellation of the Master Policy this Policy shall also be deemed cancelled

All Memoranda are subject otherwise to the terms of the Policy

Date 08 August 2011



**Signed
For and on behalf of the
HDI-Gerling General Insurance Company - UK Branch**

COMPLAINTS PROCEDURE

HDI-Gerling Industrial Insurance Company–UK Branch aims to provide its clients with a high standard of service. Consequently, should we fail to meet your expectations, we will aim to resolve your concerns promptly and fairly.

In the first instance, any concerns should be directed to your usual contact or to the manager of the department with which you usually deal. If we cannot resolve your concerns within one (1) working day, we will acknowledge your complaint in writing within seven (7) working days and let you know when an answer might be expected.

If you remain dissatisfied with our response, we have an escalation process for ensuring that a senior member of staff reviews your complaint. You can invoke this by stating to the individual that is handling your complaint that you wish to escalate it.

Alternatively, you may write to:

The Compliance Officer,
HDI-Gerling Industrial Insurance Company–UK Branch,
1 Great Tower Street,
London
EC3R 5AA

Phone: 020 7696 8099

Fax: 020 7696 8044

If you are a small business you may have a right of referral to the Financial Ombudsman Service at:

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

Phone: 0845 080 1800 or 020 7964 0500

Fax: 020 7964 1001

E-Mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your right as a policyholder to take legal action remains unaffected by the existence or use of any complaints procedure referred to above.