

TO WHOM IT MAY CONCERN

27 August 2009

Dear Sirs,

**RE: Bowmer & Kirkland Limited and / or Subsidiary Companies  
Certificate of Contractors All Risk, Employers and Third Party Liability Insurance**

We act as Insurance Brokers to the above mentioned Group who have requested we write to confirm to you the insurance arrangements that we have effected on their behalf. Brief details of the insurances are as follows:-

**All Sections****Insured:** Bowmer & Kirkland Ltd and Subsidiary Companies.**Period:** 1<sup>st</sup> September 2009 to 31<sup>st</sup> August 2010 (both days inclusive).**Business:** Holding Company; Building Contractors; Civil Engineers; Building Maintenance Contractors; Steelwork Fabricators; Mechanical, Engineering & Electrical Contractors; Building Management Systems; Coal Screening; Profile Manufacturers; Plastering Contractors; Joinery Manufacturers; Cladding Contractors; Decorating Contractors; Interior Designers and Shop Fitters; House Builders; Partitioning & Suspended Ceilings; Special Works Refurbishment and fitting out contractors; Suppliers of cut and bent steel; Design Manufacture and Supply of Custodial Suite Equipment; Property Owners, Occupiers, Lessees and Developers; Investment Company; Repair and service of own, employees and family vehicles; Manufacture and supply of specialist audio and video communication equipment / technology.**Section 1 and 2****Type of Insurance:** *Contractors All Risks.***Interest:** All Risks of loss or damage to contract works in progress and/or completed, temporary works and buildings, materials, the property of the Insured or for which the Insured are responsible, including hired in plant whilst anywhere within the United Kingdom including transit risks subject to policy terms, conditions and exceptions, normal to this class of insurance.**Limit of Indemnity:** GBP 30,000,000 any one contract**Conditions:** The cover is subject to terms, conditions and exceptions normal to this class of insurance including:

It is a legal requirement world-wide that anyone seeking a new policy of insurance/reinsurance or cover for additional risks or renewal under an existing policy, must disclose any information that might influence the insurers/reinsurers in fixing the premium or determining whether to accept the risk. Under English law, failure to do so may entitle insurers/reinsurers to avoid cover from inception and to seek repayment of paid claims. **If you are in any doubt as to whether information is material you should disclose it.**

Debris Removal & Professional Fees  
Expediting Expenses  
Indemnity to Principals  
Escalation  
Loss Minimisation  
Terrorism buy-back extension up to full sum insured for loss or damage by  
"All Risk" due to act of Terrorism (**Section 2**)

**Insurer:** Royal & Sun Alliance Insurance PLC  
**Policy No.:** RKK383760

### Section 3

**Type of Insurance** *Public & Excess Liability*

**Insured Interest:** To indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages in respect of death of or bodily injury to third parties and/or loss of or damage to third party property and/or trespass, nuisance or any interference with any right of way, light, air or water happening during the period of insurance and arising out of or in connection with the insured's business including liability arising from goods sold or supplied.

**Limit of Indemnity:** GBP 30,000,000 any one occurrence/number of occurrences unlimited during the period of insurance.

**Conditions:** The cover is subject to terms, conditions and exceptions normal to this class of insurance including:

Indemnity to Principal  
Legal Defence Costs – Health & Safety at Work Act 1974  
Cross Liabilities.

Cover for liabilities arising from pollution or contamination is limited to GBP 30,000,000 any one occurrence and in all any one period of insurance and excludes liabilities unless due to a sudden, identifiable, unintended or unexpected event which takes place in its entirety at a specific time and place during the period of insurance.

**Insurer:** Royal & Sun Alliance Insurance PLC & Others  
**Policy No.:** RKK383760 & Others

It is a legal requirement world-wide that anyone seeking a new policy of insurance/reinsurance or cover for additional risks or renewal under an existing policy, must disclose any information that might influence the insurers/reinsurers in fixing the premium or determining whether to accept the risk. Under English law, failure to do so may entitle insurers/reinsurers to avoid cover from inception and to seek repayment of paid claims. **If you are in any doubt as to whether information is material you should disclose it.**

Heath Lambert Limited is authorised and regulated by the Financial Services Authority  
Registered Office: 133 Houndsditch, London, EC3A 7AH. Registered No 1199129 England and Wales

CAR PL £30M & EL

