

Adjudications Endorsement

We agree to indemnify You for liability arising directly from matters covered under this policy and referred for independent adjudication under the Housing Grants Construction and Regeneration Act 1996 provided You complied with the following conditions, which are **conditions precedent** to Our liability to indemnify You under this policy:

- 1 You shall give notice to Us during the Period of Insurance and within 48 hours of, either the earlier of:
 - (i) the receipt by You of any notice of intention to adjudicate (Adjudication Notice), or
 - (ii) You having reasonable grounds to believe that an Adjudication Notice may be served upon You and that in each case the subject matter of the Adjudication Notice (in whole or in part) is likely to give rise to a Claim under this policy,
- 2 You shall give Us full and prompt cooperation and comply with all Our reasonable requests including those relating to response times. This includes any subsequent challenge to the adjudicator's decision,
- 3 You agree that the adjudication shall finally determine any dispute, unless with Our prior written agreement,
- 4 If the adjudication involves both matters that are covered and matters that are not covered by this policy then We shall only be required to indemnify You in respect of that part which involves matters covered by this policy and any such Defence Costs incurred in handling the adjudication shall be settled in the same proportion as the covered part bears to the total.