

INSURING CLAUSE

1. Insuring Clause
This Insurance is to indemnify the Assured for their Ascertained Net Loss in respect of a rehearing of the Proceedings up to but not exceeding the Limit of Indemnity stated in the Schedule arising from the Insured Person being unable to deliver or hand down a Decision in respect of the Proceedings solely and directly as a result of an Insured Peril occurring during the period of this Insurance which necessitates a rehearing of the Proceedings.
2. Excess
This Insurance is subject to the Excess stated in the Schedule which shall be borne by the Assured.
3. Maximum Liability
Underwriters' maximum liability shall not exceed the Limit of Indemnity stated in the Schedule.

DEFINITIONS

1. Ascertained Net Loss
Ascertained Net Loss means the irrecoverable fees, disbursements, costs and expenses necessarily incurred to rehear the Proceedings up to but not exceeding the amounts incurred on the Proceedings at the date the Assured becomes aware that the Insured Person is unable to deliver or hand down a Decision in the Proceedings.
2. Insured Person
Insured Person means the person or persons stated in the Schedule.
3. Decision
Decision means the award, judgement, decision or opinion in accordance with the rules governing or relevant to the Proceedings.
4. Proceeding
Proceedings means the legal process of the court or arbitration or other officially recognised forum stated in the Schedule.
5. Insured
Insured Peril means:
 - (a) death of the Insured Person
 - (b) disablement as a result of accident to or illness of the Insured Person
 - (c) legal disqualification of the Insured Personwhich renders the Insured Person unable to deliver or hand down a Decision.

CONDITIONS

1. Early Termination
Should the Proceedings be concluded or terminated prior to the expiry date of this Insurance then, provided no claim has or will be made hereunder, Underwriters agree to cancel this Insurance from the date of conclusion or termination of the Proceedings. Underwriters will allow a return of premium in the proportion that the unexpired period bears to the whole period subject to Underwriters retaining the minimum premium stated in the Schedule. This condition is in substitution for General Condition 7 contained in the wording attached hereto.
2. Pre-existing Condition
It is a condition precedent to this Insurance that to the best knowledge and belief of the Assured after proper enquiry the Insured Person is not suffering from any physical, psychological or other medical condition, is not undergoing any treatment, medical or otherwise and is under no legal impediment, other than those advised to Underwriters and agreed by them, and the Insured Person is fit to fulfil the commitments required in the Proceedings.
3. Rehearing Requirement
No indemnity will be paid by Underwriters unless a rehearing of the Proceedings takes place and until the conclusion or termination of the rehearing.

GC(FPR) NMA2622 only to be used in conjunction with **GC(J)1 (92)** NMA2540
Form approved by Lloyd's Underwriters' Non-Marine Association Limited.