

### Financial Interest Clause for Non-UK Entities

In consideration of the premium stated in the **Schedule**, **We** will indemnify **You** in respect of a reduction value in **Your** financial interest in any **Non-UK Entity** as a direct result of that **Non-UK Entity** incurring loss, liability or expense that would have been covered under this insurance if it had been incurred by **You** PROVIDED ALWAYS THAT:

1. **You** and **We** agree that the reduction value in **Your** financial interest in any **Non-UK Entity** is equal to the amount that would have been payable by **Us** if the **Non-UK Entity** had been an Insured named in the **Schedule**. However if **Your** financial interest in the **Non-UK Entity** concerned is less than 80%, the amount/s payable by **Us** shall be scaled down pro rata as to the amount of **Your** financial interest; and
2. **We** will not indemnify you in respect of any reduction in value to the extent that it is caused by or contributed to by any loss which would be uninsurable under the law governing the territory in which the **Non-UK Entity** is domiciled; and
3. **You** shall have put in place a formal written procedure such that all **Non-UK Entities** comply with the terms, limitations and conditions of this insurance as if they were an Insured, including but not limited to the Claims Conditions, and that they shall co-operate with **You** and **Us** in all ways necessary; and
4. On request, **You** will provide evidence to **Us** of **Your** compliance with (3) above; and
5. Nothing in this endorsement shall serve to increase the **Limit of Liability** stated in the **Schedule**; and
6. Where **We** make a payment to **You** in a different currency to the one with which a **Non-UK Entity** has settled a loss then the exchange rate applicable to this payment will be the rate in force at the original time of settlement of the loss by the **Non-UK Entity**; and
7. The terms of this endorsement will take precedence if they conflict with the other terms of this insurance; and
8. **We** will not pay any taxes or duties incurred by **You** or by any **Non-UK Entity**; and
9. No **Non-UK Entity** is insured or has any rights under this **Certificate**; and
10. All other terms, limitations, exclusions and conditions shall continue to apply and shall remain unaltered.

The following shall be added to the **Definitions**:

**Contingent** shall mean any country other than the United Kingdom

**Financial Interest**

**Country**

**Non-UK Entity** shall mean the firm or firms in a **Contingent Financial Interest Country** as stated below:

[STATE FIRM/S]

