

of any claim. Nevertheless, the Assured shall not be required to contest any legal proceedings unless a United States Lawyer (to be mutually agreed upon by the Assured and the Underwriters) shall advise that such proceedings should be contested.

2. The Underwriters shall not settle any claim without the consent of the Assured. If, however, the Assured shall refuse to consent to any settlement recommended by the Underwriters and shall elect to contest or continue any legal proceedings in connection with such claim, then the Underwriters' liability for the claim shall not exceed the amount for which the claim could have been so settled, plus the costs and expenses incurred with their consent up to the date of such refusal.
3. If a payment in excess of the amount of indemnity available under this Policy has to be made to dispose of a claim, the Underwriters' liability for the costs and expenses incurred with their consent shall be such proportion thereof as the amount of indemnity available under this Policy bears to the amount paid to dispose of such claim.
4. There shall be no liability hereunder in respect of any claim for which the Assured is entitled to any indemnity under any other Insurance.
5. THIS POLICY SHALL NOT INDEMNIFY THE ASSURED IN RESPECT OF ANY CLAIM AGAINST HIM:-
 - (a) FOR LIBEL OR SLANDER,
 - (b) BROUGHT ABOUT OR CONTRIBUTED TO BY ANY DISHONEST FRAUDULENT, CRIMINAL OR MALICIOUS ACT OR OMISSION,
 - (c) FOR DAMAGES BASED ON ALLEGED FALSE ARREST, FALSE IMPRISONMENT, DETENTION, MALICIOUS PROSECUTION, ASSAULT OR BATTERY,
 - (d) IN RESPECT OF OR ARISING FROM ACTIVITIES IN CONNECTION WITH FAIR AND/OR EXHIBITION GROUNDS, SURVEYS, BOUNDARY SURVEYS, SURVEYS OF THE SUB-SURFACE CONDITION, GROUND TESTING OR ANY SUPERVISION OF ACTUAL CONSTRUCTION,
 - (e) IN RESPECT OF OR ARISING FROM ACTIVITIES IN CONNECTION WITH TUNNELS AND/OR BRIDGES AND SIMILAR WORK,