



Coverholder at **LLOYD'S**

GENERAL LIABILITY INSURANCE POLICY WORDING

OCCURRENCE

TABLE OF CONTENTS:

INSURING CLAUSE	4
LIMITS OF INDEMNITY	4
DEDUCTIBLE	4
CROSS LIABILITY	5
NEW ACQUISITIONS EXTENSION	5
AMAZON ADDITIONAL INSURED CLAUSE	6
NORTH AMERICAN JURISDICTION EXTENSION	6
DEFINITIONS	7
1. ACT OF TERRORISM	7
2. ADVERTISEMENT	7
3. ADVERTISING INJURY	7
4. BODILY INJURY	7
5. BUSINESS	7
6. CLEAN UP COSTS	7
7. COMPUTER SYSTEM	7
8. CYBER ACT	7
9. CYBER INCIDENT	8
10. DATA	8
11. DEDUCTIBLE	8
12. DEFENCE COSTS	8
13. EMPLOYEE	8
14. FINANCIAL LOSS	8
15. INSURED	9
16. OCCUPATIONAL ILLNESS	9
17. OCCURRENCE	9
18. PERIOD OF INSURANCE	9



Coverholder at **LLOYD'S**

19. PERSONAL INJURY	10
20. POLICY	10
21. POLLUTANT	10
22. POLLUTION	10
23. PRODUCT	10
24. PROFESSIONAL SERVICES	10
25. PROPERTY DAMAGE	10
26. TERRITORIAL LIMITS	10
SECTION A - PUBLIC LIABILITY	11
SECTION A - INDEMNITY	11
SECTION A - EXCLUSIONS	11
SECTION B - POLLUTION LIABILITY	12
SECTION B - INDEMNITY	12
SECTION B - EXCLUSIONS	12
SECTION C - PRODUCTS LIABILITY	13
SECTION C - INDEMNITY	13
SECTION C - EXCLUSIONS	13
GENERAL EXCLUSIONS	14
1. ABUSE	14
2. ACT OF TERRORISM	14
3. ADVERTISING INJURY	14
4. AIRCRAFT OR WATERCRAFT	14
5. ASBESTOS	14
6. COMMUNICABLE DISEASE	14
7. CONTRACTUAL LIABILITY	15
8. CYBER AND DATA LIMITED EXCLUSION	15
9. DELIBERATE ACTS	16
10. EMPLOYERS' LIABILITY	16
11. EMPLOYMENT PRACTICES	16
12. FAULTY WORKMANSHIP	16



Coverholder at **LLOYD'S**

13. FINANCIAL LOSS	16
14. LIQUIDATED DAMAGES	16
15. MOTOR VEHICLES	16
16. MOULD	17
17. NORTH AMERICAN DOMICILE	17
18. OCCUPATIONAL ILLNESS	17
19. PROFESSIONAL SERVICES	17
20. PUNITIVE OR EXEMPLARY DAMAGES	17
21. RADIOACTIVE CONTAMINATION	17
22. WAR	17
23. TERRITORIAL EXCLUSION: RUSSIA, UKRAINE AND BELARUS	17
CLAIMS CONDITIONS	18
1. ASSUMPTION OF LIABILITY	18
2. CO-OPERATION	18
3. NOTICE OF CLAIM	18
4. SETTLEMENT	18
GENERAL CONDITIONS	19
1. CANCELLATION	19
2. CONFLICT OF STATUTES / LAW	19
3. MATERIAL CHANGES	19
4. MISREPRESENTATION AND FRAUD	20
5. NOTICES	20
6. OTHER INSURANCE	20
7. POLICY DISPUTES	20
8. PREMIUM	20
9. SANCTIONS	21
10. SUBROGATION AND RECOVERIES	21
11. THIRD PARTY RIGHTS	21



Coverholder at **LLOYD'S**

Words and phrases which appear in this POLICY in all capital letters have the special meanings set forth in the Definitions section. The titles of the paragraphs of this POLICY are inserted solely for convenience or reference and shall not limit or affect the provisions to which they relate. Unless the context requires otherwise, words denoting the singular shall include the plural and vice-versa.

INSURING CLAUSE

In consideration of the payment of the premium the Underwriters will indemnify the **INSURED** against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of any country within the **TERRITORIAL LIMITS**.

However, no indemnity shall be provided in respect of any judgment, award, payment or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless the North American Jurisdiction Extension is marked as "included" in the Schedule.

This indemnity applies only to such liability as defined by each insured Section of this **POLICY** arising out of the **BUSINESS**, subject always to the terms, conditions and exclusions of such Section and of the **POLICY** as a whole.

LIMITS OF INDEMNITY

The Underwriters' total liability to pay damages, claimants' costs, fees and expenses shall not exceed the Limits of Indemnity specified in the Schedule:

1. against each Section in respect of any one **OCCURRENCE**; and
2. in respect of all **OCCURRENCES** during the **PERIOD OF INSURANCE** for Section B and Section C (separately for each Section).

DEFENCE COSTS will be payable in addition to the Limits of Indemnity except where stated to the contrary within this **POLICY**.

The Limits of Indemnity are payable in excess of the applicable **DEDUCTIBLE**.

Each Section shall be subject to its own Limit of Indemnity, provided always that should the same originating cause or **OCCURRENCE** give rise to liability under more than one Section, the total amount of the Underwriters' liability for all claims arising out of that one originating cause or **OCCURRENCE** under all such Sections combined shall not exceed the single greatest Limit of Indemnity available under the Sections providing indemnity.

DEDUCTIBLE

The **DEDUCTIBLE** stated in the Schedule applies to each and every claim or series of claims arising out of an **OCCURRENCE**. The **DEDUCTIBLE** shall not be cumulative and where an **OCCURRENCE** could give rise to the application of more than one **DEDUCTIBLE**, only the higher **DEDUCTIBLE** shall apply.

The **DEDUCTIBLE** shall be inclusive of all damages, claimants' costs, fees and expenses and **DEFENCE COSTS** and shall not reduce the Limits of Indemnity.



Coverholder at **LLOYD'S**

CROSS LIABILITY

Each named company, legal entity, or subsidiary described in paragraphs a. and c. of the definition of **INSURED** will be separately indemnified in respect of claims made against any of them by any other, subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

NEW ACQUISITIONS EXTENSION

The indemnity afforded by this POLICY shall apply to all operations acquired or created by the **INSURED** during the **PERIOD OF INSURANCE**, provided always that:

1. the **INSURED** notifies the Underwriters of each acquisition or creation within thirty (30) days of such new acquisition or creation becoming at the risk of the **INSURED**, and provides any information the Underwriters may request; and
2. the estimated annual turnover of the acquisition or creation is not more than 10% of the turnover which was the basis of the premium calculation for this **POLICY**; and
3. the business activities of the acquisition or creation are all as described in the **BUSINESS**; and
4. the goods or products of the acquisition or creation manufactured, sold, handled or distributed in the past, at present or proposed in the future are similar to those currently included for coverage as **PRODUCTS**; and
5. the acquisition or creation is domiciled or registered in a country or territory for which this **POLICY** currently provides insurance.

The indemnity provided by this Extension applies for only thirty (30) days following the date of the acquisition or creation unless the Underwriters expressly confirm acceptance of coverage thereafter.

The Underwriters shall be entitled to apply additional terms or conditions or charge additional premium or to decline to provide further coverage after the thirty (30) days' period has expired, as they may require.

The wageroll and turnover for the acquisition or creation are to be declared in accordance with the Premium clause within the General Conditions where this **POLICY** is written on an adjustable basis.

In the event that any acquisition or creation does not conform fully to all of the provisions 1 to 5 above, then this Extension shall not apply to such acquisition or creation.

This Extension shall not apply to:

1. any **BODILY INJURY, PERSONAL INJURY** and/or **PROPERTY DAMAGE** which occurs before the date of any such acquisition or creation; or
2. any acquisition or creation which is domiciled or registered in the United States of America or Canada or any country or territory which operates under the laws of the United States of America or Canada.

AMAZON ADDITIONAL INSURED CLAUSE

1. The following are included under this **POLICY**:
Amazon.com Services LLC., and its affiliates and assignees as Additional Insureds as a third party.
2. Where we indemnify a third party as an Additional Insured under this **POLICY**, this **POLICY** will be primary and non-contributory to the third party's own insurance, but only if you and the third party have entered into a contract that contains a provision requiring this.
3. Notice of cancellation to Additional Insureds.
If we give you notice of cancellation in accordance with the "Cancellation" CONDITION, we will endeavour to provide the same notice of cancellation to the additional insureds; however, not doing so will not place any additional liability upon us.

NORTH AMERICAN JURISDICTION EXTENSION

(this Extension is only applicable if marked as "Included" in the Schedule)

Notwithstanding the provisions of the Insuring Clause, and subject always to its terms, exclusions, and conditions, this **POLICY** is extended to indemnify the **INSURED** in respect of any judgment, award, payment or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part). However, the following additional terms, conditions and exclusions shall apply:

1. the Limits of Indemnity specified in the Schedule are inclusive of **DEFENCE COSTS**;
2. this Extension does not apply to any liability, **DEFENCE COSTS** or any other costs, fees or expense of whatsoever nature directly or indirectly caused by or arising out of **POLLUTION** and/or **CLEAN UP COSTS**;
3. this Extension does not apply to any liability for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.



Coverholder at **LLOYD'S**

DEFINITIONS

The following Definitions apply to this **POLICY** unless specifically amended by Endorsement:

1. ACT OF TERRORISM

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2. ADVERTISEMENT

means any manner of communication given to the public including by way of any form of print media, publication, telecommunication, radio or television broadcast, electronic mail, internet, world wide web or exhibit.

3. ADVERTISING INJURY

means:

- a. libel, slander or defamation; and/ and/or
- b. any infringement of design, patent, copyright, title or slogan;and/or
- c. piracy, plagiarism, passing off or unfair competition or idea misappropriation under an implied contract; and/or
- d. any invasion of right of privacy; and/or
- e. any of the foregoing alleged by any other name;

committed or alleged to have been committed during the **PERIOD OF INSURANCE** in any **ADVERTISEMENT**, by or on behalf of the **INSURED** and arising out of the **INSURED'S** advertising activities.

4. BODILY INJURY

means bodily injury, sickness, disability or disease. **BODILY INJURY** shall also mean mental injury, mental anguish, shock or death if directly resulting from bodily injury, sickness, disability or disease.

5. BUSINESS

means those activities of the **INSURED** as specified in the Schedule.

6. CLEAN UP COSTS

means any cost, expense, claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **POLLUTANTS** at anytime that the **INSURED** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any **POLLUTANT**.

7. COMPUTER SYSTEM

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8. CYBER ACT

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

9. CYBER INCIDENT

means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **COMPUTER SYSTEM**.

10. DATA

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **COMPUTER SYSTEM**.

11. DEDUCTIBLE

means the amount for which the **INSURED** is liable to pay, before the Underwriters shall be liable to make any payment under this **POLICY**.

12. DEFENCE COSTS

means:

- a. costs, fees and expenses incurred by or on behalf of the **INSURED** in the investigation, adjustment, appraisal, defence or settlement of any claim, suit, proceedings or appeal, or
- b. legal expenses incurred by or on behalf of the **INSURED** arising out of representation at any inquest or inquiry or arising out of the defence of any proceedings in a criminal court;

with the written consent of the Underwriters (which consent shall not be unreasonably withheld) and in respect of matters which may form the subject of indemnity provided by this **POLICY**.

13. EMPLOYEE

means:

- a. any person under a contract of employment or contract of service or apprenticeship with the **INSURED**;
- b. a person deemed to be an employee of the **INSURED** under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law;
- c. a person undertaking study or work experience, voluntary work or youth training scheme with the **INSURED**

working for and under the control of the **INSURED** in connection with the **BUSINESS**.

14. FINANCIAL LOSS

means a pecuniary or economic loss or expense sustained by a third party resulting from the **BUSINESS** of the **INSURED** and not consequent upon **BODILY INJURY**, **PERSONAL INJURY** or **PROPERTY DAMAGE**.



Coverholder at **LLOYD'S**

15. INSURED

means:

- a. the first named **INSURED**, specified in the Schedule as **INSURED**; and
- b. any director or **EMPLOYEE** of the **INSURED** but only for acts within the scope of their employment; and
- c. the **INSURED'S** subsidiary, owned or controlled companies which have been declared to and accepted by Underwriters; and
- d. the interest of the **INSURED** in any Joint Venture in which the **INSURED** or a subsidiary, owned or controlled company of the **INSURED** has an interest which has been declared to and accepted by Underwriters, but subject always to the following:

the liability of Underwriters under this **POLICY** shall be limited to the product of (a) the percentage interest of the **INSURED** in the said Joint Venture and (b) the total limit of liability insurance afforded the **INSURED** by this **POLICY**. Where the percentage interest of the **INSURED** in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture; and

- e. the additional percentage of any Joint Venture where the **INSURED** is obligated by written contract to purchase insurance for any other partner in said Joint Venture and in respect of which the Joint Venture and percentage interest has been declared to and accepted by Underwriters; and
- f. the officers, committee and members of the **INSURED'S** canteen, social, sports, first aid, fire fighting and welfare organisations in their respective capacity as such; and
- g. the legal or personal representative of the **INSURED** in their capacity as such, following upon the death of the **INSURED** in respect of liability incurred by the **INSURED**, provided that if indemnity is extended to any such party, that party shall be subject to the terms of this **POLICY** so far as they can apply.

16. OCCUPATIONAL ILLNESS

means illness or disease (including subsequent disablement or death) sustained during and which arises out of a person's employment.

17. OCCURRENCE

means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in **BODILY INJURY** and/or **PERSONAL INJURY** and/or **PROPERTY DAMAGE**.

All **BODILY INJURY**, **PERSONAL INJURY** and/or **PROPERTY DAMAGE** consequent upon or attributable to one source or originating cause shall be deemed to be one **OCCURRENCE** irrespective of the period of time after the commencement of the **PERIOD OF INSURANCE** or the number of persons or organisations who sustain **BODILY INJURY**, **PERSONAL INJURY** and/or **PROPERTY DAMAGE**.



Coverholder at **LLOYD'S**

18. PERIOD OF INSURANCE

means the period stated as the **PERIOD OF INSURANCE** in the Schedule.

19. PERSONAL INJURY

means:

- a. false arrest, false imprisonment, wrongful detention, or malicious prosecution;
- b. wrongful entry, wrongful eviction or other invasion of privacy;
- c. libel, slander or defamation of character (other than arising out of **ADVERTISING INJURY**);
- d. mental anguish and/or mental injury which results from a., b., and/or c. above.

20. POLICY

means this document, the Schedule (including any schedules issued in substitution) and any endorsements attaching to this document or the Schedule.

21. POLLUTANT

means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

22. POLLUTION

means the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape, of any **POLLUTANT** at any time, and pollution or contamination of the atmosphere or of any water, land or other physical property.

23. PRODUCT

means any property after it has left the custody or control of the **INSURED** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **INSURED**.

For the purposes of this **POLICY**, food or drink supplied by or on behalf of the **INSURED** primarily to the **INSURED'S EMPLOYEES** as a staff benefit, is not a **PRODUCT**.

24. PROFESSIONAL SERVICES

means advice (other than in connection with the supply or intended supply of the **INSURED'S PRODUCTS**), designs, specifications, plans, maps, surveys, inspections, computer programs, formulae, supervision, instructions, directions or opinions prepared or given by or on behalf of any **INSURED** in a professional capacity to others.

25. PROPERTY DAMAGE

means physical injury to tangible property, including all resulting loss of use, possession or control of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

For the purposes of this **POLICY**, electronic data is not tangible property.

26. TERRITORIAL LIMITS

means the territory or location specified in the Schedule, and where the **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** takes place.

SECTION A - PUBLIC LIABILITY

SECTION A - INDEMNITY

The Underwriters will indemnify the **INSURED** against their legal liability to pay damages (including claimants' costs, fees and expenses) for and/or arising out of:

1. **BODILY INJURY;**
2. **PERSONAL INJURY;** and/or
3. **PROPERTY DAMAGE;**

that takes place within the **TERRITORIAL LIMITS** and which occurs during the **PERIOD OF INSURANCE** resulting from or arising out of an **OCCURRENCE**.

SECTION A - EXCLUSIONS

This Section is subject to the General Exclusions and also does not apply to any liability, **DEFENCE COSTS** or any other costs, fees or expense of whatsoever nature directly or indirectly caused by or arising out of:

1. **POLLUTION** and/or **CLEAN UP COSTS;**
2. any **PRODUCT;**
3. **PROPERTY DAMAGE** to property owned, leased or hired by or under hire purchase or on loan to the **INSURED** or otherwise in the **INSURED'S** care, custody or control other than:
 - a. premises (or the contents thereof) temporarily occupied by the **INSURED** for work therein (but no indemnity is granted for **PROPERTY DAMAGE** to that part of the property on which the **INSURED** is or has been working and which arises out of such work);
 - b. clothing and personal effects belonging to any **EMPLOYEE** or visitor of the **INSURED;**
 - c. premises tenanted by the **INSURED** to the extent that the **INSURED** would be held liable in the absence of any specific agreement;
 - d. any motor vehicle or trailer not belonging to the **INSURED** temporarily in the **INSURED'S** care, custody or control for the purpose of parking.

SECTION B - POLLUTION LIABILITY

SECTION B - INDEMNITY



Coverholder at **LLOYD'S**

The Underwriters will indemnify the **INSURED** against their legal liability to pay damages (including claimants' costs, fees and expenses) for and/or arising out of:

1. **BODILY INJURY;**
2. **PERSONAL INJURY;** and/or
3. **PROPERTY DAMAGE;**

arising out of **POLLUTION** and occurring in its entirety in the **PERIOD OF INSURANCE** but only to the extent that the **INSURED** can demonstrate that such **POLLUTION**:

- a. is the direct result of a sudden, specific, identifiable **OCCURRENCE** which takes place at a specific time and place occurring within the **TERRITORIAL LIMITS** during the **PERIOD OF INSURANCE**; and
- b. is not the direct result of the **INSURED** failing to take reasonable precautions to prevent such **POLLUTION**.

SECTION B - EXCLUSIONS

This Section is subject to the General Exclusions and also does not apply to any liability, **DEFENCE COSTS** or any other costs, fees or expense of whatsoever nature directly or indirectly caused by or arising out of:

1. **PROPERTY DAMAGE** to premises presently or at any time previously owned or tenanted by the **INSURED**;
2. **PROPERTY DAMAGE** to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the **INSURED** or otherwise in the **INSURED'S** care, custody or control;
3. **CLEAN UP COSTS** except to the extent that the **INSURED** would also be liable for such **CLEAN UP COSTS** as damages that are indemnified by this Section.

SECTION C - PRODUCTS LIABILITY

SECTION C - INDEMNITY

The Underwriters will indemnify the **INSURED** against their legal liability to pay damages (including claimants' costs, fees and expenses) for and/or arising out of:

1. **BODILY INJURY;**
2. **PERSONAL INJURY;** and/or
3. **PROPERTY DAMAGE;**

that takes place within the **TERRITORIAL LIMITS** and which occurs during the **PERIOD OF INSURANCE** caused by or arising out of any **PRODUCT** resulting from

or arising out of an **OCCURRENCE**.

Any series of claims for **BODILY INJURY, PERSONAL INJURY** and/or **PROPERTY DAMAGE** arising out of one batch of **PRODUCTS** manufactured, sold, supplied or distributed by the **INSURED** shall be deemed as arising out of one **OCCURRENCE**.

SECTION C - EXCLUSIONS

This Section is subject to the General Exclusions and also does not apply to any liability, **DEFENCE COSTS** or any other costs, fees or expense of whatsoever nature directly or indirectly caused by or arising out of:

1. **POLLUTION** and/or **CLEAN UP COSTS**;
 2. **PROPERTY DAMAGE** to any **PRODUCT** or part thereof;
 3. the repair, reconditioning, modification or replacement of any **PRODUCT** or part thereof and/or any loss consequent upon the necessity for such repair, reconditioning, modification or replacement;
 4. the recall of any **PRODUCT** or part thereof;
 5. any **PRODUCT** or part thereof which, with the **INSURED'S** knowledge, is intended to be incorporated into the structure, machinery or controls of any aircraft, drone, unmanned aerial vehicle or any other aerial device, or satellite, spacecraft, watercraft or hovercraft.
-

GENERAL EXCLUSIONS

The following General Exclusions apply to this **POLICY** unless specifically amended by Endorsement.

This **POLICY** does not apply to any liability, **DEFENCE COSTS** or any other costs, fees or expense of whatsoever nature directly or indirectly caused by or arising out of:

1. ABUSE

- a. the actual, alleged, attempted, threatened or proposed sexual or physical abuse or molestation, harassment or any other form of physical, or mental abuse of any person; or any other act of a sexual nature or any act undertaken with a sexual motive;
- b. negligent or intentional **EMPLOYEE** hiring, investigation, acceptance of volunteer workers, supervision, reporting to the proper authorities or failure to so report, or retention of a person by the **INSURED** whose conduct would be excluded by a. above, or may have contributed to the injuries set forth in a. above;

2. ACT OF TERRORISM

any **ACT OF TERRORISM** or any action taken in controlling, preventing, suppressing or in any way relating to any **ACT OF TERRORISM**;

3. ADVERTISING INJURY

any **ADVERTISING INJURY**;

4. AIRCRAFT OR WATERCRAFT

the ownership, possession, maintenance or use by or on behalf of the **INSURED** of any aircraft, drone, unmanned aerial vehicle or any other aerial device, or satellite, spacecraft, watercraft or hovercraft. This exclusion does not apply to watercraft not exceeding five (5) metres Length whilst on inland waterways;

5. ASBESTOS

the existence of or exposure to asbestos and/or any asbestos containing materials in whatever form or quantity;

6. COMMUNICABLE DISEASE

1. Notwithstanding any provision to the contrary within this **POLICY**, this **POLICY** does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, **DEFENCE COSTS**, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **COMMUNICABLE DISEASE** or the fear or threat (whether actual or perceived) of a **COMMUNICABLE DISEASE**.
2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, **DEFENCE COSTS**, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **COMMUNICABLE DISEASE**
3. As used herein, a **COMMUNICABLE DISEASE** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property



Coverholder at **LLOYD'S**

damage.

7. CONTRACTUAL LIABILITY

the assumption of liability by the **INSURED** in a contract or agreement.

This exclusion does not apply to liability for damages that the **INSURED** would have incurred in the absence of the contract or agreement;

8. CYBER and DATA LIMITED EXCLUSION

(Other than Bodily Injury or Property Damage arising out of a Cyber Incident)

1. Notwithstanding any provision to the contrary within this **POLICY** or any endorsement thereto this **POLICY** does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1. **CYBER ACT** or **CYBER INCIDENT** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **CYBER ACT** or **CYBER INCIDENT**; or

1.2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **DATA**, including any amount pertaining to the value of such **DATA**,

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2.

2. Subject to all the terms, conditions and exclusions contained in this **POLICY** or any endorsement thereto, clause 1.1 of this Endorsement shall not apply in respect of any actual or alleged liability for and/or arising out of:

2.1. any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

2.2. any ensuing physical damage to or destruction of tangible third party property,

resulting from or arising out of a **CYBER INCIDENT**, unless that **CYBER INCIDENT** is caused by, contributed to by, resulting from, arising out of or in connection with a **CYBER ACT**.

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **CYBER INCIDENT** or a **CYBER ACT**.

3. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this **POLICY**, the burden of proving the contrary shall be upon the Insured.

9. DELIBERATE ACTS

a deliberate act or event either expected or intended by the **INSURED**.

This exclusion does not apply to **BODILY INJURY**, **PERSONAL INJURY** or **PROPERTY DAMAGE** resulting from the use of reasonable force to protect persons or property, or to any individual person or company if the **BODILY INJURY**, **PERSONAL INJURY** or **PROPERTY DAMAGE** resulting from the act or event was not expected or intended by that party;

10. EMPLOYERS' LIABILITY

a. **BODILY INJURY** or **PERSONAL INJURY** to any **EMPLOYEE** of the **INSURED** in



Coverholder at **LLOYD'S**

the course of their employment;

b. any obligation of the **INSURED** under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law;

11. EMPLOYMENT PRACTICES

- a. the failure to hire any prospective **EMPLOYEE** or any applicant for employment;
- b. the employment of any person in violation of any laws as to age;
- c. the termination or wrongful dismissal of any **EMPLOYEE**;
- d. the failure to promote or advance any **EMPLOYEE**;
- e. employment-related practices, policies, acts or omissions including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or retaliation directed at any present, past, future or prospective **EMPLOYEE**;

12. FAULTY WORKMANSHIP

the cost of re-performing, completing, correcting or improving any work done or undertaken by or on behalf of the **INSURED**;

13. FINANCIAL LOSS

any **FINANCIAL LOSS**;

14. LIQUIDATED DAMAGES

any liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;

15. MOTOR VEHICLES

the ownership, possession, maintenance or use of any motor vehicle or trailer by or on behalf of the **INSURED**.

This exclusion does not apply to liability:

- a. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- b. arising beyond the limits of any road or other public place and caused by the loading or unloading of any motor vehicle or trailer;
- c. arising out of any motor vehicle or trailer temporarily in the **INSURED'S** care, custody or control for the purpose of parking.

Provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;

16. MOULD

the existence of mould and/or fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products, enzymes or protein secreted by the above whether toxic or otherwise;

17. NORTH AMERICAN DOMICILE

any **INSURED** domiciled or registered in the United States of America or Canada or any country or territory which operates under the laws of the United States of America or Canada;

18. OCCUPATIONAL ILLNESS

any **OCCUPATIONAL ILLNESS**;

19. PROFESSIONAL SERVICES

any act, negligence, error or omission, malpractice or mistake in the rendering of

PROFESSIONAL SERVICES, committed or alleged to have been committed by or on behalf of the **INSURED** in the conduct of the **INSURED'S BUSINESS**;

20. PUNITIVE OR EXEMPLARY DAMAGES

any awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages aggravated damages or in any other form whatsoever;

21. RADIOACTIVE CONTAMINATION

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

22. WAR

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

23. TERRITORIAL EXCLUSION: RUSSIA, UKRAINE, BELARUS

Notwithstanding anything to the contrary in this Policy, this Policy excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:

- i. entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
- ii. property or asset located in an **Excluded Territory**;
- iii. individual that is physically in an **Excluded Territory**;
- iv. claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**;
- v. payment in an **Excluded Territory**.

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, "**Excluded Territory**" means:

- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including any disputed regions of Ukraine and including the Crimean Peninsula)

All other terms, conditions and exclusions remain unchanged.



Coverholder at **LLOYD'S**

CLAIMS CONDITIONS:

The following Claims Conditions apply to this POLICY unless specifically amended by Endorsement. Failure to comply with any of these Claims Conditions could adversely affect the insurance provided by this POLICY or any claim the INSURED may make.

1. ASSUMPTION OF LIABILITY

No admission, offer, promise or payment shall be made or given by or on behalf of the **INSURED** without the prior written consent of the Underwriters who shall be entitled to take over and conduct in the name of the **INSURED** the defence or settlement of any claim or to prosecute in the name of the **INSURED** to their own benefit any claim for indemnity or damages or otherwise. The Underwriters shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **INSURED** shall give all such information and assistance as the Underwriters may reasonably require.

2. CO-OPERATION

The **INSURED** shall co-operate fully with the Underwriters and their appointed representatives in all matters pertaining to any **OCCURRENCE** notified hereunder. The **INSURED** shall, upon request and at times and places designated by the Underwriters, provide for examination all pertinent records including audit records of its accounts and provide for interview any of its **EMPLOYEES** or other persons, to the best of its ability and power. The **INSURED** agrees to execute all papers and render all assistance to secure all rights, title, interest and causes of action as it may have against any person or entity in connection with any **OCCURRENCE** notified hereunder, and to do nothing to prejudice such rights or causes of action.

3. NOTICE OF CLAIM

The **INSURED** shall give written notice to the Underwriters as soon as reasonably practicable of any **OCCURRENCE** which may give rise to a claim under the **POLICY**.

The **INSURED** shall give all such additional information as the Underwriters may require. Each claim, writ, summons or process and all documents relating thereto shall be sent to the Underwriters as soon as reasonably practicable after they are received by the **INSURED**.

4. SETTLEMENT

The Underwriters may at any time pay to the **INSURED** in connection with any claim or series of claims under this **POLICY** to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of **DEFENCE COSTS** incurred prior to the date of such payment.

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with **DEFENCE COSTS** payable in addition to the Limit of Indemnity under this **POLICY**, then the Underwriters will also contribute their proportion of subsequent **DEFENCE COSTS** incurred with their prior written consent as the Limit of Indemnity bears to the amount paid to dispose of a claim. This clause does not apply where and to the extent **DEFENCE COSTS** are inclusive within the Limit of Indemnity.

GENERAL CONDITIONS

The following General Conditions apply to this **POLICY** unless specifically amended by Endorsement. Failure to comply with any of these General Conditions could adversely affect the insurance provided by this **POLICY** or any claim the **INSURED** may make.

1. CANCELLATION

- a. The first named **INSURED** may cancel this **POLICY** at any time by mailing or delivering to the Underwriters written notice of cancellation.
- b. The Underwriters may cancel this **POLICY** by mailing or delivering to the first named **INSURED** written notice of cancellation at least:
 - (i) fifteen (15) days before the effective date of cancellation if the Underwriters cancel for non-payment of premium; or
 - (ii) thirty (30) days before the effective date of cancellation if the Underwriters cancel for any other reason.

If notice is mailed, cancellation takes effect fifteen (15) or thirty (30) days after receipt of the letter by the post office, depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.

- c. The Underwriters will mail or deliver their notice to the first named **INSURED'S** address stated in the Schedule.
- d. The **PERIOD OF INSURANCE** will end on the date cancellation takes effect.
- e. Notice of cancellation given by or to the first named **INSURED** shall constitute notice by and to all **INSUREDS** under the **POLICY**.
- f. If this **POLICY** is cancelled, the Underwriters will send the first named **INSURED** any pro rata premium refund due. The cancellation will be effective even if the Underwriters have not made or offered a refund.

In the event this **POLICY** is subject to premium adjustment, the Underwriters shall retain the earned premium calculated in accordance with the Premium clause within these General Conditions, or the pro rata proportion of the Minimum and Deposit Premium for the period this **POLICY** has been in force, whichever the greater.

- g. If, during the **PERIOD OF INSURANCE**, there has been either a claim on the **POLICY** or the Underwriters have been notified of an **OCCURRENCE** that they deem likely to result in a claim, no refund of premium shall be provided.

2. CONFLICT OF STATUTES / LAW

In the event that any provision of this **POLICY** is found to be invalid or unenforceable, the other provisions of this **POLICY** and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

3. MATERIAL CHANGES

The **INSURED** shall give notice as soon as reasonably practicable of any fact or event which materially changes the information supplied to the Underwriters at the time when this **POLICY** was effected and the Underwriters may amend the terms of this **POLICY** according to the materiality of the change.



Coverholder at **LLOYD'S**

4. MISREPRESENTATION AND FRAUD

The entire **POLICY** and any claim hereunder will be void if, whether before or after an **OCCURRENCE** or claim, an **INSURED** has:

- a. wilfully concealed or wilfully misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements;

relating to this **POLICY** or any **OCCURRENCE** or claim hereunder.

5. NOTICES

The first named **INSURED** in the Schedule shall act on behalf of all insured parties in all matters with respect to this **POLICY**. Any notice communicated under the terms of this **POLICY** to or from the first named **INSURED** shall be binding upon all **INSUREDS**.

6. OTHER INSURANCE

The Underwriters shall not be liable for any claim covered under this **POLICY** if there is another insurance under which such claim would attract coverage. This insurance shall apply only as excess and in no event as contributing insurance and then only after all such other insurance has been exhausted.

The Underwriters acknowledge the existence of any policies arranged to apply in excess of the insurance provided by this **POLICY** and it is agreed that notwithstanding anything contained in this General Condition the insurance provided by such excess policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this **POLICY** is concerned and shall be held to attach and cover only after the insurance under this **POLICY** has been exhausted.

7. POLICY DISPUTES

a. CHOICE OF LAW:

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **POLICY** is understood and agreed by both the **INSURED** and the Underwriters to be subject to the law of the territory, Country or State specified in the Schedule.

b. JURISDICTION:

The **INSURED** and the Underwriters agree to submit to the exclusive jurisdiction of any court of competent jurisdiction within the territory, Country or State as specified in the Schedule and agree to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

8. PREMIUM

The first named **INSURED** is responsible for the payment of all premiums, and will be the payee for all return premiums paid by the Underwriters.

Where the premium is provisionally based on the **INSURED'S** estimates, the **INSURED** shall keep accurate records and after expiry of the **PERIOD OF INSURANCE** declare as soon as possible, and in any event within ninety (90) days, such details as the Underwriters require. The premium shall then be adjusted and any difference paid by or allowed to the **INSURED** as the case may be, subject to any minimum premium that may apply.



Coverholder at **LLOYD'S**

9. SANCTIONS

The Underwriters shall not provide any cover nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

10. SUBROGATION AND RECOVERIES

In respect of any payment made or to be made under this **POLICY**, the Underwriters shall be subrogated to all the **INSURED'S** rights of recovery thereof against any party not entitled to indemnity under this **POLICY**, and the **INSURED** shall provide all relevant information and assistance in this regard or do whatever else is necessary to secure such rights.

The **INSURED** shall do nothing after an **OCCURRENCE** to prejudice such rights and, in the event the **INSURED** waives his claim against a third party following an **OCCURRENCE**, the Underwriters shall be free from their obligation to indemnify the **INSURED** to the extent that they would otherwise have had the right to effect recovery.

Any amounts recovered in accordance with the terms of this General Condition will be paid firstly to the **INSURED** (or other interested party) in excess of the applicable **DEDUCTIBLE** in reimbursement of any amounts paid by them over and above any payment made hereunder by the Underwriters (less the cost to the Underwriters of making such recovery). Secondly, the Underwriters will be reimbursed for payments made by them hereunder. Thirdly, any amounts paid by the **INSURED** in respect of the **DEDUCTIBLE** will be reimbursed to them.

11. THIRD PARTY RIGHTS

A person who is not a party to this **POLICY** shall not have any rights to enforce any term of this **POLICY**. This does not affect any other rights or remedy of a third party which exist, or which may exist.