
NEWLINE GROUP

1 Fen Court
London
EC3M 5BN

COMBINED EMPLOYERS' LIABILITY AND PUBLIC / PRODUCTS LIABILITY INSURANCE

The **Underwriters** in consideration of the payment of the premium by the **Policyholder** and subject to all the terms, conditions, definitions, **Limits of Indemnity**, exclusions and any endorsements hereon will indemnify the **Insured** as provided herein.

Except where otherwise stated the **Underwriters** will also pay **Legal Costs** in addition to the **Limits of Indemnity**.

Date:

Signed:



Authorised Signatory

For and on behalf Newline Underwriting Management Limited, as agent of the Underwriters, Lloyds Insurance Company S.A.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: LloydsEurope.com.

E-mail: LloydsEurope.Info@lloyds.com.

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

Important Notice to the Policyholder

**Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, conditions, limitations, exclusions and any endorsement(s).
The insurance broker or other intermediary who arranged the Policy should be contacted immediately if any correction is necessary.
Your attention is particularly drawn to the notice that appears on page 18.**

DATA PROTECTION NOTICE

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

What personal information we process about you

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

Why we collect your personal information and the lawful basis for processing

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who we are sharing your personal data with

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

How long we keep your data

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

Complaints, contacting us and the regulator, and your rights

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us LloydsEurope.DataProtection@lloyds.com or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need to contact the insurance agent or insurance broker that arranged your insurance at:

*Ambris Europe SRL
140 Fenchurch Street
London
EC3M 6BL
Tel: +44 (0) 20 3773 2345*

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

Consent

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

Contact details of the Data Protection Officer

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer

Lloyds Insurance Company S.A.
Bastion Tower
Place du Champ de Mars 5
1050 Bruxelles
Belgium
Email: LloydsEurope.DataProtection@lloyds.com

LBS0046D
17/03/2023

SCHEDULE

Policy No: B1852P

Underwriters: Lloyd's Insurance Company S.A.

Policyholder:

Address:

Business:

Broker: Ambris Align

Period of Insurance: From: both days inclusive, local standard time
To: at the address of the **Policyholder**

Section	Limits of Indemnity	Covered
1. Employers' Liability	EUR 13,000,000 but EUR 6,500,000 in respect of Bodily Injury occurring Offshore (if applicable) any one occurrence or series of occurrences arising out of one originating cause and as more fully described in the Policy Wording	
	Offshore work Not Covered	
2. Public and Products Liability	EUR 6,500,000 any one Occurrence	
	PROVIDED:	
	The liability of the Underwriters shall not exceed EUR 6,500,000 in the aggregate for the Period of Insurance in respect of liability arising from Products	
	The Limits of Indemnity are inclusive of the Deductible	
Premium:	Section 1	
	Minimum and Deposit EUR for period	
	Premium adjustment rate	
	Clerical	EUR @ 0.00%
	All Others	EUR @ 0.00%
	Minimum and Deposit EUR for period	
	Premium adjustment rate:	
	Turnover	EUR at 0.000%
	Adjustable in accordance with General Condition (2) plus 3% Government Levy and 1% Insurance Compensation Fund (ICF)	

Policy Territory:

(1) in Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

(2) in respect of Section 1, elsewhere in the world where any **Person Employed** is on a temporary visit, provided that:

- (i) such **Person Employed** is normally resident in the territories within (1) above;
 - (ii) the action for damages is brought against the **Policyholder** in a court of law in Republic of Ireland
- (3) in respect of Section 2, anywhere in the world in respect of liability arising from:
- (i) the **Products** sold, supplied or distributed by the **Insured** from any premises within (1) above;
 - (ii) **Business** visits by **Persons Employed** ordinarily resident in any of the territories specified in (1) above.

Deductible EUR any one **Occurrence** in respect of Section 1
 EUR any one **Occurrence** in respect of Section 2

GENERAL DEFINITIONS

Act of Terrorism shall mean an act including, but not limited to, the use of force or violence and / or the threat thereof, of any person or group(s) of persons (whether acting alone or on behalf of or in connection with any organisation(s) or government(s)) 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.

Asbestos shall mean that mineral in any form including, but not limited to, fibres or dust.

Asbestos Hazard shall mean:

- (a) an actual exposure or threat of exposure to **Asbestos** or the harmful properties of **Asbestos**; or
- (b) the presence of **Asbestos** in any place whether or not within a building or structure.

Bodily injury means physical injury, sickness or disease including any mental injury, mental anguish, shock or death if directly resulting from this physical injury, sickness or disease.

Business shall mean the business of the **Policyholder** described in any proposal and referred to in the **Schedule**, and shall include:

- (a) ownership, repair, maintenance and decoration of the **Policyholder's** own property and premises occupied by the **Policyholder**;
- (b) provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **Person Employed** and first aid, fire security and ambulance services;
- (c) participation by the **Insured** in exhibitions anywhere in the world;
- (d) private work undertaken by any **Person Employed** for any director, business partner or **Employee** of the **Policyholder** with the prior consent of the **Policyholder**.

Company shall mean the **Policyholder** and shall include **Subsidiary Companies**. **Company** shall not mean or include any pension scheme or fund established for the **Company's** own directors, officers and **Employees**.

Computer System shall mean 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.

Cyber Act shall mean any:

- (a) 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**; or
- (b) hacking, cyber attack, virus, worm, spyware, trojan horse, phishing, malicious computer programme or malicious code.

Cyber Incident shall mean any:

- (a) error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;
- (b) errors in creating, amending, entering, deleting or using **Data**;
- (c) 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**;
- (d) damage to or loss, destruction, erasure, corruption or alteration of **Data** on any **Computer System**;
- (e) inability, delay or failure to receive, send, access, permit access or use **Data**; or
- (f) unauthorised access to or disclosure of any personal or corporate information.

Data shall mean 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**.

Deductible shall mean the amount(s) specified herein which the **Insured** shall pay in respect of all damages, compensation, claimants' costs and expenses and **Legal Costs** before the **Underwriters** shall be liable to make any payment.

Documents shall mean deeds, wills, agreements, maps, plans, records, books, letters, policies, forms, computer programmes or information stored, written or punched into card or tape or magnetic discs or taped or any other data media and documents of any nature whatsoever, whether written, printed or reproduced by any other method. **Documents** shall not mean or include money, cheques, travellers' cheques, registered cheques, postal or money orders, bullion, negotiable or non-negotiable instruments, stamps, bonds, stock, shares, coupons, bank notes and currency.

Employee shall mean a person under a contract of service or apprenticeship with the **Policyholder**.

Employment Practice Claim(s) shall mean a **Claim** made by an **Employee** or former **Employee** of the **Company** based upon:

- (a) unlawful discrimination on the basis of an individual's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law;
- (b) sexual harassment;
- (c) defamation which relates to a person's job skills, job performance, qualifications for employment, professional reputation, disciplinary history or termination of employment;
- (d) wrongful or unfair termination of employment or refusal to employ; or
- (e) an adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law or his or her support of the employment rights of another.

Insured shall mean the **Policyholder** and at the request of the **Policyholder** shall include:

- (a) any director or business partner of the **Policyholder**, but only whilst acting in their respective capacities for the **Policyholder**;
- (b) any **Person Employed**, including **Medical Persons**, but only whilst acting within the scope of their duties.

But, in each case, only in respect of legal liability for which the **Policyholder** would have been entitled to indemnity under this **Policy** if the claim for which indemnity is sought had been made against the **Policyholder**. In addition the **Insured** shall, at the written request of the **Policyholder**, also include:

- (c) the officers committees and members of the **Policyholder's** canteen social sports educational and welfare organisations and first aid fire security and ambulance services in their respective capacities as such; and
- (d) any director partner or **Employee** of the **Policyholder** in respect of private work undertaken by any **Person Employed** for such director partner or **Employee** with the prior consent of the **Policyholder**.

Each **Insured** shall, as if he were the **Policyholder**, be subject to the terms, conditions, **Limits of Indemnity**, exclusions and any endorsement(s) of this **Policy**.

Financial Loss shall mean a pecuniary loss, cost or expense not occasioned by **Bodily Injury** or **Property Damage** that is sustained by any party other than the Insured and which arises directly from the defective or harmful condition of the **Products**.

Insured shall mean the **Policyholder** and shall also include:

- (a) any director or business partner of the **Policyholder**, but only whilst acting in their respective capacities for the **Policyholder**;
- (b) any **Person Employed**, including medical doctors, medical nurses and dentists, but only whilst acting within the scope of their duties for the **Policyholder**;
- (c) the **Subsidiary Companies**,

but, in each case, only in respect of legal liability for which the **Policyholder** would have been entitled to indemnity under this **Policy** if the claim for which indemnity is sought had been made against the **Policyholder**. In addition the **Insured** shall also include:

- (d) the officers, committees and members of the **Policyholder's** canteen, social, sports, educational and welfare organisations and first aid, fire, security and ambulance services in their respective capacities as such;
- (e) any director, business partner or **Employee** of the **Policyholder** in respect of private work undertaken by any **Person Employed** for such director, business partner or **Employee** with the prior written consent of the **Policyholder**;
- (f) any member of a Scientific Advisory Board or Medical Advisory Board of the **Policyholder** in such capacity;
- (g) any Institutional Review Board or Ethics Committee of the **Policyholder** (or any member of such board or committee) that has approved a **Human Clinical Trial** which is the subject of this **Policy**.

Each **Insured** shall, as if he were the **Policyholder**, be subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**.

Insured Person(s) shall mean:

- (a) in respect of all **Claims** other than **Employment Practice Claims**, any natural person who was, is or during the **Period of Insurance** becomes a director or officer of the **Company**, an **Employee** of the **Company** acting in a managerial or supervisory capacity, an **Employee** of the **Company** who is named as a co-defendant with a director or officer of the **Company** in respect of a **Claim** or any other natural person who may at any material time be deemed to be such a director, officer or **Employee** of the **Company** acting in a managerial or supervisory capacity;
- (b) in respect of **Employment Practice Claims**, any natural person who was, is or during the **Period of Insurance** becomes a director, officer or **Employee** of the **Company** and any other natural person who may at any material time be deemed to be such a director, officer or **Employee** of the **Company** within the meaning of any applicable law or regulation;
- (c) in the event of the death, incompetency or bankruptcy of any **Insured Person** as defined in sub-paragraphs (a) or (b) above, such **Insured Person's** estate, heirs, legal representatives or assigns;
- (d) the lawful spouse or civil partner of any **Insured Person** as defined in sub-paragraphs (a) or (b) above, but only to the extent that such spouse or civil partner is a party to any **Claim** solely in his or her capacity as the spouse or civil partner of any **Insured Person(s)** and only for the purposes of any **Claim** in which a proprietary or restitutionary right or remedy is sought over or in respect of property jointly owned by the **Insured Person** and the spouse or civil partner or property transferred from the **Insured Person** to the spouse or civil partner, and only to the extent that such **Insured Person** is or, but for such transfer, would have been covered for such **Claim**;
- (e) any natural person who is deemed a shadow director (as defined in Section 251 of the Companies Act 2006 or any equivalent legislation in the jurisdiction in which the **Company** is domiciled) or a de-facto director of the **Company**;
or
- (f) an approved person who performs the controlled functions (as specified by the Financial Conduct Authority in its Table of Controlled Functions in its Supervision Manual at 10A.4.4 of its Handbook and as specified by the Prudential Regulation Authority in its Table of Controlled Functions in its Supervision Manual at 10B.4.3 of its Handbook, each as may be amended from time to time) for the **Company**.

Insured Person(s) shall not mean or include any external auditor or any insolvency practitioner.

Investigation shall mean any formal hearing, investigation or inquiry by any official body in relation to possible misconduct by any **Insured Person** in their capacity as such. **Investigation** shall not mean or include routine regulatory supervision, enquiry, inspection or compliance review, internal investigation or any investigation into the activities or practices of the **Insured Person's** industry which is not related solely to the **Insured Person's** conduct in their capacity as such.

Legal Costs shall mean:

- (a) costs of legal representation at:
 - (i) any coroner's inquest (or, in Scotland, any Fatal Accident Inquiry) in respect of any death;
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in **Bodily Injury** (Section 1) or any **Occurrence** (Sections 2),

which may be the subject of indemnity under this **Policy**;

- (b) all other legal costs and expenses reasonably and necessarily incurred in relation to any matter which may form the subject of a **Claim** for indemnity under this **Policy** (including the costs of representing the **Insured** in civil proceedings),

provided, in each case, that such costs are incurred with the prior written consent of the **Underwriters**.

Limit(s) of Indemnity shall mean the monetary limit(s) stated in the **Schedule** for the various sections of the **Policy**.

Malpractice shall mean a negligent act, negligent error or negligent omission committed by the **Insured** or by any person or organisation acting on behalf of the **Insured** in the provision of medical services in the conduct of the **Business** to a patient or patients. This definition is extended to include treatment administered at the scene of a medical emergency, accident or disaster by any **Insured** who is present, either by chance or in response to an emergency call following such medical emergency, accident or disaster, commonly known as a "Good Samaritan Act".

Medical Devices shall mean health or medical instruments used in the treatment, mitigation, diagnosis or prevention of a disease or an abnormal physical condition.

Medical Persons shall mean Doctors, Medical Nurses and Dentists

Occurrence shall mean an event (including, but not limited to, continuous or repeated exposures to the same conditions or substance) which results in **Bodily Injury** or **Property Damage** or **Other Contingencies**. All such exposure to substantially the same conditions or substance shall be deemed to be one **Occurrence**.

Other Contingencies shall mean accidental nuisance, trespass or interference with any easement, right of air, light, water or way.

Outside Company shall mean an entity:

- (a) in which the **Company** holds any issued share(s); or
- (b) which is a tax-exempt non-profit organisation, tax-exempt trade association or registered charity.

Outside Company shall not mean or include an entity which:

- (a) is a **Subsidiary Company**; and / or
- (b) has any of its debt securities or equity securities publicly traded in the United States of America, unless expressly included by endorsement(s).

Period of Insurance shall mean the period from the inception to the expiration of this **Policy** as set forth in the **Schedule** or its earlier termination date, if any.

Person Employed shall mean any:

- (a) **Employee**;
- (b) labour master and persons supplied by a labour master;
- (c) person employed by labour only sub-contractors;
- (d) self employed person;

- (e) person hired to or borrowed by the **Policyholder**;
- (f) person undertaking study or work experience;
- (g) person supplied under any Youth Training or similar government scheme.

In each case, while such person is working for the **Policyholder** in connection with the **Business**.

Pharmaceutical shall mean any placebo, or any substance taken by mouth, injected into a muscle, the skin, a blood vessel or a cavity of the body or applied to the skin to treat or prevent a disease, condition or symptom.

Policy shall mean collectively the terms, conditions, limitations, exclusions and all other provisions of this document, the **Schedule**, any endorsement(s) and any proposal and all other information provided by or on behalf of the **Policyholder** in connection with this insurance.

Policyholder shall mean the person or entity identified as such in the **Schedule**.

Policy Territory shall mean the territory specified as such in the **Schedule**.

Pollution or Contamination shall mean:

- (a) any pollution or contamination of buildings or other structures or of water, land or the atmosphere; and / or
- (b) any loss, damage or injury directly or indirectly caused by such pollution or contamination.

Product (or, where applicable, **Products**) shall mean goods including containers and packaging manufactured, sold, supplied, distributed, altered, constructed, erected, repaired, serviced, designed, tested, installed or processed by or on behalf of the **Insured** and which are not in the possession of the **Insured** at the time of the **Occurrence**.

Property Damage shall mean accidental physical damage to, loss of or destruction of material property. It shall not include loss of computer data.

Schedule shall mean the form, labelled as such and attached to this **Policy**, which forms a part thereof and contains contract details referred to in the wording.

Underwriters shall mean the Underwriters named in the **Schedule**.

Wrongful Act(s) shall mean any actual or alleged wrongful act or wrongful omission (or, in respect of derivative claims, any proposed wrongful act or wrongful omission) on the part of an **Insured Person** in their capacity as such. Related or continuous or repeated or causally related **Wrongful Acts** shall be deemed, for the purposes of this **Policy**, to be a single **Wrongful Act** occurring on the date of the first of any such series or, if continuous, when such **Wrongful Act** first occurred.

Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders.

SECTION 1 - EMPLOYERS' LIABILITY
OCCURRENCE BASIS
(LEGAL COSTS INCLUSIVE)
COVER

Notwithstanding the General Exclusions the **Underwriters** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

- (1) legal liability for damages in respect of a **Claim** for **Bodily Injury** to a **Person Employed** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in the course of employment by the **Insured** in connection with the **Business**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** in connection with paragraph (1) above.

LIMITS OF INDEMNITY

Regardless of the number of: (i) persons or entities insured under this **Policy**; (ii) persons claiming damages for **Bodily Injury**; and (iii) claims made on account of **Bodily Injury**, the liability of the **Underwriters** shall be limited as follows:

- (a) the total liability of the **Underwriters** for all payments under paragraphs (1), (2) and (3) above in respect of any one **Occurrence** shall not exceed the relevant **Limits of Indemnity** stated in the **Schedule**;

EXTENSION TO SECTION 1

Unless otherwise stated, the following extension is subject to the terms, conditions, **Limits of Indemnity** and exclusions of this **Policy**.

UNSATISFIED COURT JUDGMENTS

In the event that:

- (a) a court in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man makes an award of damages to a **Person Employed** (or to his personal representative on his behalf) in respect of **Bodily Injury** to that **Person Employed** happening during the **Period of Insurance** and in the course of his employment with the **Policyholder**; and
- (b) that award remains unsatisfied in whole or in part six months after the date of the award,

the **Underwriters** shall, at the written request of the **Policyholder**, pay to such **Person Employed** the amount of any damages and any awarded costs, to the extent that those remain unsatisfied, provided that:

- (i) the award was made against a company or individual operating within premises in Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- (ii) there is no appeal outstanding;
- (iii) if any payment is made under the terms of this extension, the **Person Employed** or the personal representative of the **Person Employed** shall assign any such damages and any awarded costs to the **Underwriters**;

any payment made by the **Underwriters** shall be only in respect of liability for which the **Policyholder** would have been entitled to indemnity under this **Policy** if the judgment had been made against the **Policyholder**.

ADDITIONAL EXCLUSIONS TO SECTION 1

The **Underwriters** shall not be liable to indemnify the **Insured** under this Section 1 in respect of any liability, **Claim**, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

- (1) any **Bodily Injury** to any **Person Employed** caused while working offshore or whilst travelling to or from any offshore installation. This exclusion shall not apply to the first EUR TBC of the liability of the **Insured** in respect of any one **Claim** or series of **Claims** arising from one **Occurrence**.

- (2) any **Person Employed**:
- (a) being carried in or upon any vehicle;
 - (b) entering, getting on to or alighting from a vehicle,
- in circumstances where any road traffic legislation required insurance or security.
- (3) any dispute concerning employment practices, including disputes concerning wrongful or unfair dismissal, discrimination, harassment or victimisation.
- (4) any workers' compensation, unemployment compensation or disability benefits law or under any similar law.
- (5) any **Asbestos** or any materials containing **Asbestos**. This exclusion shall not apply to the first EUR TBC of the liability of the **Insured** in respect of any one **Claim** or series of **Claims** arising from one **Occurrence**.
- (6) any:
- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- where such liability is:
- (i) that of any principal;
 - (ii) accepted under agreement and would not have attached in the absence of such agreement.
- (7) any:
- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or civil commotion assuming the proportion of or amounting to an uprising.
 - (b) **Act of Terrorism**.
 - (c) action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) above.
- This exclusion shall not apply to the first EUR TBC of the liability of the **Insured** in respect of any one **Claim** or series of **Claims** arising from one **Occurrence**. If the **Underwriters** allege that by reason of this exclusion any liability, **Claim** or loss is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured**.
- (8) any fines, penalties, punitive damages, aggravated damages, liquidated damages or exemplary damages.
- (9) any liability more specifically insured under any other Section of this **Policy** or any extension or endorsement.
- (10) any **Bodily Injury** to or death illness or disease of any **Person Employed** arising from:
- (a) any coronavirus disease (COVID-19);
 - (b) any severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - (c) any mutant, derivative or variation of COVID-19 or SARS-CoV-2;
 - (d) any fear or threat, whether actual or perceived, of (a), (b) or (c) above;
 - (e) any action taken to control, prevent, suppress, mitigate or in any way relating to any of (a), (b) or (c) above.

SECTION 2 - PUBLIC AND PRODUCTS LIABILITY
OCCURRENCE BASIS
(LEGAL COSTS IN ADDITION)
COVER

The **Underwriters** shall, subject to the terms, conditions, **Limits of Indemnity** and exclusions of this **Policy**, indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay for damages or compensation and claimants' costs and expenses in respect of:

- (a) **Bodily Injury;**
- (b) **Property Damage;**
- (c) **Other Contingencies;**

arising out of an **Occurrence** within the **Policy Territory** during the **Period of Insurance** in connection with the **Business**.

LIMITS OF INDEMNITY

The liability of the **Underwriters** shall not exceed the **Limits of Indemnity** stated in the **Schedule** for "any one **Occurrence**" or all **Occurrences** consequent upon one source or original cause provided that the liability of the **Underwriters** shall not exceed the **Limits of Indemnity** stated in **Schedule** in the aggregate for the **Period of Insurance** in respect of liability arising from **Products**.

Legal Costs will be paid in addition to the **Limits of Indemnity**.

EXTENSIONS TO SECTION 2

Unless otherwise stated the following extensions are subject to the terms, conditions, **Limits of Indemnity** and exclusions of this **Policy**.

In respect of each extension, the **Underwriters** shall only provide indemnity on the condition that the indemnity relates to liability incurred by the **Insured** during the **Period of Insurance**.

(1) **INDEMNITY TO PRINCIPAL**

As far as is necessary to meet the requirements of any contract or agreement entered into by the **Policyholder** with any principal, the **Underwriters** shall, at the written request of the **Policyholder**, treat that principal as though he were also the **Insured**, but only in respect of any insured liability arising out of the performance of such contract or agreement by the **Policyholder** in connection with the **Business** and provided that the principal shall observe, fulfil and be subject to the terms of this **Policy** insofar as they apply.

(2) **CROSS LIABILITIES**

Where there is more than one **Insured**, this **Policy** shall apply to each **Insured** as though a separate policy had been issued to each, provided that the total liability of the **Underwriters** shall not exceed the **Limits of Indemnity** applicable to this Section 2.

(3) **HEALTH AND SAFETY AT WORK DEFENCE COSTS**

The **Underwriters** shall indemnify the **Policyholder** and, at the written request of the **Policyholder**, any director or business partner of the **Policyholder** or any **Employee** in respect of legal costs and expenses incurred with the **Underwriters'** prior written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978 or any similar legislation, regulation or statute in the territory in which the **Policyholder** is domiciled (each as may be amended from time to time) or in an appeal against conviction arising from such proceedings, provided that:

- (i) the proceedings relate to:
 - (a) the health, safety and welfare of any person other than a **Person Employed**; and
 - (b) an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;

- (ii) the **Underwriters** shall not be liable to indemnify the **Policyholder** or any director or business partner of the **Policyholder** or any **Employee** under this extension in respect of any liability or **Claim** arising out of, caused by, resulting from or in any way involving any of the following:
 - (a) any fines or penalties of any kind;
 - (b) any liability for which the **Policyholder** or any director or business partner of the **Policyholder** or any **Employee** is entitled to indemnity under any other insurance or would be so entitled, but for the existence of this **Policy**;
 - (c) any proceedings consequent upon any deliberate act or omission.

(4) **CONSUMER PROTECTION ACT AND FOOD SAFETY ACTS LEGAL DEFENCE COSTS**

The **Underwriters** shall indemnify the **Policyholder** and, at the written request of the **Policyholder**, any director or business partner of the **Policyholder** or any **Employee** in respect of legal costs and expenses incurred with the **Underwriters**' prior written consent in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 and/or similar legislation, regulation or statute in the territory in which the **Policyholder** is domiciled (each as may be amended from time to time) or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

The **Underwriters** shall not be liable to indemnify the **Policyholder** or any director or business partner of the **Policyholder** or any **Employee** under this extension in respect of any liability or **Claim** arising out of, caused by, resulting from or in any way involving any of the following:

- (a) any fines or penalties of any kind;
- (b) any liability for which the **Policyholder** or any director or business partner of the **Policyholder** or any **Employee** is entitled to indemnity under any other insurance or would be so entitled, but for the existence of this **Policy**.
- (c) any proceedings consequent upon any deliberate act or omission.

(5) **OVERSEAS PERSONAL LIABILITY**

The **Underwriters** shall indemnify the **Policyholder** and, at the written request of the **Policyholder**, any director or business partner of the **Policyholder** or **Employee** or their dependants travelling with them against legal liability for damages and claimants' costs and expenses in respect of **Bodily Injury, Property Damage or Other Contingencies** where such liability is incurred in a personal capacity whilst temporarily outside Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

The **Underwriters** shall not be liable to indemnify the **Policyholder** or any director or business partner of the **Policyholder** or **Employee** or their dependents under this extension in respect of any liability or **Claim** arising out of, caused by, resulting from or in any way involving any of the following:

- (a) any ownership or occupation of land or buildings;
- (b) any liability for which the **Policyholder** or any director or business partner of the **Policyholder** or **Employee** or their dependents is entitled to indemnity under any other insurance or would be so entitled, but for the existence of this **Policy**.

(6) **DEFECTIVE PREMISES ACT**

The **Underwriters** shall indemnify the **Policyholder** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972, Section 5 of the Defective Premises (Northern Ireland) Order 1975 or similar legislation, regulation or statute in the territory in which the **Policyholder** is domiciled (each as may be amended from time to time), provided always that the **Underwriters** shall not be liable to indemnify the **Policyholder** under this extension in respect of any liability or **Claim** arising out of, caused by, resulting from or in any way involving any cost or expense incurred in remedying any defect or alleged defect in premises disposed of by the **Insured**.

(7) **CONTINGENT MOTOR LIABILITY**

Notwithstanding Exclusions (7) (d), below the **Underwriters** shall indemnify the **Policyholder** against legal liability arising out of the use, in the course of the **Business**, of any motor vehicle which is not the property of, nor provided by, the **Policyholder**.

The **Underwriters** shall not be liable to indemnify the **Policyholder** under this extension in respect of any liability or **Claim** arising out of, caused by, resulting from or in any way involving any of the following:

- (a) any **Property Damage** to any such vehicle or to property conveyed therein;

- (b) any liability for which the **Policyholder** is entitled to indemnity under any other insurance or would be so entitled, but for the existence of this **Policy**;
- (c) any use of any motor vehicle outside Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

(8) **DAMAGE TO LEASED OR RENTED PREMISES**

Exclusions (9) below shall not apply to **Property Damage** to premises (and/or fixtures and fittings thereof) leased or rented to the **Insured**, provided that the **Underwriters** shall not be liable to indemnify any **Insured** in respect of any liability or **Claim** arising out of, caused by, resulting from or in any way involving any of the following:

- (a) any liability which attaches solely by virtue of a contract and/or agreement and which would not otherwise have attached;
- (b) the first EUR 250 of the liability of the **Insured** in respect of each and every **Occurrence** caused otherwise than by fire or explosion;
- (c) any **Property Damage** to any such premises which are insured under any property or fire insurance policy arranged by the **Insured** or under any other insurance in respect of which the **Insured** is entitled to indemnity in relation to such **Property Damage** or would be so entitled, but for the existence of this **Policy**.

(9) **COURT ATTENDANCE COSTS**

The **Underwriters** shall indemnify the **Policyholder** against costs and expenses incurred in attending any court proceedings concerning any **Claim** or liability in respect of which the **Policyholder** is entitled to indemnity under this **Policy**. This extension shall be subject to a sub-limit of EUR 500 in respect of all proceedings arising out of any one **Claim** or any one series of **Claims** attributable to one source or original cause, which sum shall be part of and not in addition to the **Limits of Indemnity**.

(10) **JOINT VENTURES RESTRICTION**

It is agreed that when this **Policy** extends to indemnify the **Insured** in respect of their interest in any joint venture:

- (i) this **Policy** shall only apply to any **Claim** which by virtue of limitations in cover is not recoverable under any other valid policy applicable to such joint venture but which would not be excluded by the terms of this **Policy**;
- (ii) the **Limits of Indemnity** in the Schedule or any endorsement under this **Policy** shall be restricted to the percentage interest of the **Insured** in such joint venture.

Where that percentage interest is not stated 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 such joint venture.

(10) **POLLUTION CLEAN-UP COSTS EXTENSION**

In the event of an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in connection with the **Business** which gives rise to **Pollution or Contamination** which is covered by this **Policy**, the **Underwriters** shall indemnify the **Insured** for its legal liability for costs and expenses reasonably and necessarily incurred by statutory bodies in the clean-up of property owned by parties other than the **Insured**.

Notwithstanding anything to the contrary contained in this **Policy**, the liability of the **Underwriters** for all clean-up costs and expenses payable in respect of all **Pollution or Contamination** shall be sub-limited to EUR 1,000,000 in the aggregate for the **Period of Insurance** which sum shall be part of, and not in addition to, the **Limit of Liability** for this Section 2.

GENERAL EXCLUSIONS

The **Underwriters** shall not be liable to indemnify the **Insured** under this **Policy** in respect of any liability, **Claim**, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following.

- (1) any:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power; or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government, public or local authority.
 - (b) strike, riot, civil commotion or labour disturbance.
 - (c) **Act of Terrorism.**
 - (d) action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) and / or (c) above.
- (2) any:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (3) any **Bodily Injury** sustained by any **Person Employed**.
- (4) any obligation for which the **Insured** or his insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law (including a subrogated claim by an insurer of any **Person Employed**).
- (5) any sexual misconduct of any nature, including sexual relations, sexual contact or intimacy, sexual harassment, sexual molestation, sexual exploitation or sexual discrimination.
- (6) any libel, slander or defamation.
- (7) any **Bodily Injury, Property Damage** or **Other Contingencies** expected or intended from the standpoint of the **Insured**, except when such **Bodily Injury, Property Damage** or **Other Contingencies** arise solely from the use of reasonable force for the purpose of protecting persons or property.
- (8) any **Property Damage** to any **Product** or contract work executed by the **Insured (or any part thereof)**.
- (9) any costs or expenses incurred in the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement of any **Product** or contract work executed by the **Insured**, where such is necessitated by any defect in the **Product** or work or its unsuitability to fulfil its intended purpose.
- (10) any ownership, possession, maintenance or use by or on behalf of the **Insured** of any:
 - (a) aircraft or other aerial device;
 - (b) water-borne vessel or craft other than those used for business entertainment;
 - (c) hovercraft;
 - (d) mechanically propelled vehicle in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than legal liability consequent upon:
 - (i) the use of plant as a tool of trade;
 - (ii) the loading or unloading of any vehicle,except where indemnity is provided by any motor insurance policy (or would be provided by such policy but for the existence of this **Policy**) or where insurance or security is required by law.
- (11) any advice, design, specification or professional services provided for a fee (or provided in circumstances where a fee would normally be charged) and not in connection with the supply of a **Product**.

- (12) any **Property Damage** to property owned by, or leased or rented to, or in the care, custody or control of the **Insured** other than:
- (a) damage to the property of any **Employee**, director, business partner and/or visitor of the **Insured**;
 - (b) damage to premises not owned by, or leased or rented to, the **Insured** at which the **Insured** is undertaking work in connection with the **Business**.
- (13) any fines, penalties, punitive damages, aggravated damages, liquidated damages or exemplary damages
- (14) any **Product** which, to the knowledge of the **Insured**, is for use in, or incorporation into, any aircraft or other aerial device.
- (15) any **Pollution** or **Contamination**:
- (a) other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**;
 - (b) of whatever kind occurring in the United States of America and/or Canada and/or their dependencies and/or trust territories.
- All **Pollution** or **Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- The liability of the **Underwriters** to indemnify the **Insured** for all damages in respect of all **Pollution** or **Contamination** which is deemed to have occurred during the **Period of Insurance** shall, in any event, not exceed the sum stated in the **Schedule** as the **Limit of Indemnity** for any one **Occurrence**.
- (16) any liability assumed by the **Insured** by agreement (other than liability arising from a condition or warranty of goods implied by law) and which would not have attached in the absence of such agreement unless, prior to the commencement thereof, full details have been notified to the **Underwriters** and the **Underwriters** have agreed in writing to provide an indemnity.
- (17) any violation or alleged violation of any competition, price fixing or restraint of trade law, or any passing off, injurious falsehood or infringement of patent, copyright, trademark, service mark, trade name, registered design right or other intellectual property rights.
- (18) any:
- (a) Chlorofluorocarbons, Chloro Fluoride Carbons (CFCs) or Chlorinated Hydro-Carbons;
 - (b) Chromated Copper Arsenate (CCA);
 - (c) electromagnetic fields (EMFs);
 - (d) Hepatitis
 - (e) Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named;
 - (f) latex and/or latex protein and/or latex derivatives and/or latex substances (howsoever these are named, identified, described or classified);
 - (g) lead;
 - (h) Methyl Tertiary Butyl Ether (MTBE);
 - (i) mould, fungi or bacteria on, within or arising from any building, structure or site;
 - (j) Polychlorinated Biphenyls (PCBs), also known as Askarels, including polychlorinated biphenyl generated dibeneofurans and dioxins or any polychlorinated biphenyls-containing **Product** or material or derivative thereof or the presence of or the actual or threatened use, installation, withdrawal or disposal of any such **Product** or material;
 - (k) any **Product** containing silicon or silicone which is in any form implanted or injected in the body;
 - (l) tobacco or any tobacco **Products** (or ingredients thereof);
 - (m) Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD);
 - (n) formaldehyde.

- (19) (a) any actual or threatened injury or damage of any nature or kind to persons or property which arises out of any **Asbestos Hazard** or would not have occurred but for any **Asbestos Hazard**.
- (b) any liability to make any payment or contribution or indemnify any person in respect of liability for an occurrence, injury or damage which arises out of any **Asbestos Hazard** or would not have occurred but for any **Asbestos Hazard**.
- (c) any obligation, request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean-up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of **Asbestos** or any material or product containing, or alleged to contain, **Asbestos**.
- (20) any use of, reliance upon, sale, lease, license or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information, provided that this exclusion shall not exclude **Claims** for **Bodily Injury** caused by an accident involving physical contact with computer hardware.
- (21) any liability in respect of any wrongful act of directors or officers of the Insured in the discharge or performance of their duties as such other than **Claims** for damages or compensation and claimants' costs and expenses consequent upon **Bodily Injury** or **Property Damage** or **Other Contingencies**
- For the purpose of this General Exclusion, 'wrongful act' shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties individually or collectively or any matter claimed against them solely by reason of their being directors or officers of the **Insured**.
- (22) any **Claim**, judgment, award or settlement made within any country or territory which operates under the laws of the United States of America and any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.
- (23) any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission of any **Insured** or collusion in or direction of any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission by any **Insured**.
- (24) any failure by the **Insured** to take all reasonable steps and precautions to prevent any circumstance or event which may give rise to a **Claim**.
- (25) any **Product** manufactured, handled, sold or distributed in violation of any statutory or regulatory requirement.
- (26) any failure of any **Product** to cure or alleviate any **Bodily Injury**.
- (27) any **Product** that does not have the appropriate regulatory approval, unless such:
- (a) is the subject of a licence under the provisions of legislation and complies with good manufacturing practice and good laboratory practice; and
- (b) is the subject of approval for marketing by the provisions of legislation; and
- (c) has not been the subject of any adverse decision requiring its withdrawal from the market.
- (28) any dispute concerning employment practices, including disputes concerning wrongful or unfair dismissal, discrimination, harassment or victimisation.
- (29) any actual or alleged breach of any data protection laws or regulations.
- (30) any loss sustained by shareholders or stockholders of the **Insured** in their capacities as such.
- (31) any trading debts of the **Insured**.
- (32) any breach of any human rights.

(33) any:

- (a) **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**.
- (b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.

(34) any:

- (a) perfluorinated compounds (PFCs) including, but not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluoroether carboxylic and sulfonic acids (PFECAs and PFESAs, respectively), and any related products and chemicals, including any constituents of, additives to, derivative of or degradation by products thereof;
- (b) any hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, *Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012* (Canada), European Chemical Agency (ECHA), or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law (including additions and amendments thereto).

GENERAL CONDITIONS

(1) **The Contract**

This **Policy** and the **Schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear.

(2) **Basis of Premium**

If any part of the premium is based on estimates furnished by the **Insured**, the **Insured** shall keep an accurate record containing all relevant particulars and shall allow the **Underwriters** to inspect such record. Within one month of the expiry of the **Period of Insurance** the **Insured** shall furnish such information as the **Underwriters** may require. The deposit premium shall thereupon be adjusted and the difference paid by or allowed to the **Insured** subject to the retention by the **Underwriters** of any minimum premium.

(3) **Reasonable Precautions**

- (a) The **Insured** shall, at its own expense, take all reasonable steps and precautions to prevent any event, circumstance or occurrence which may give rise to liability indemnified under this **Policy** and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. As soon as possible after discovery, the **Insured** shall cause any defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require.
- (b) If any **Insured** becomes aware of any event, circumstance or occurrence which may give rise to a **Claim** or liability against any **Insured** it shall, at its own expense, take all reasonable steps and precautions to avoid or minimise any **Claim** or liability arising from that event, circumstance or occurrence.

(4) **Notice of Claim**

The **Insured** shall, as a condition precedent to their right to be indemnified under this **Policy**:

- (a) give notice in writing as soon as possible to **Underwriters** of any **Occurrence** which may give rise to a **Claim**, providing all information available to the **Insured**;
- (b) immediately on receipt by them or their servants or agents, forward **Underwriters** any **Claim** or notice of proceedings for which the **Underwriters** may be required to indemnify the **Insured**;
- (c) immediately on receipt by them or their servants or agents, forward **Underwriters** any other correspondence or information regarding any **Claim** or proceedings for which the **Underwriters** may be required to indemnify the **Insured**.

(5) **Assumption of Liability**

No admission, offer, promise, arrangement, payment or indemnity shall be made or given by or on behalf of the **Insured** without the prior written consent of the **Underwriters**. The **Underwriters** shall not be liable for any settlement, **Legal Costs**, admission, offer, promise, arrangement, payment or indemnity to which it has not consented.

(6) **Claims Co-operation and Conduct of Proceedings**

The **Insured** shall, at its own expense, co-operate fully with the **Underwriters** and shall provide such assistance, information, documents and access to premises as the **Underwriters** shall request. The **Insured** shall give all such assistance to deal with **Claims** and the conduct of legal proceedings as the **Underwriters** and / or their legal advisers and consultants may require. The **Insured** shall immediately on receipt by it or its servants or agents forward to the **Underwriters** any correspondence or information regarding any **Claim** or proceedings in respect of which the **Underwriters** may be required to indemnify the **Insured**. The **Insured** agrees to waive any claim to legal professional privilege to the extent that the privilege would otherwise prevent any legal adviser or consultant of the **Underwriters** from disclosing information to the **Underwriters**.

The **Underwriters** shall be entitled to conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any **Claim**. In any such matter, the **Underwriters** shall have sole discretion in the conduct of any proceedings and in the settlement of any **Claim**.

(7) **Discharge by Payment**

In connection with any **Claim** against the **Insured**, the **Underwriters** may at any time pay to the **Insured** a sum equal to the **Limits of Indemnity**, or any lesser amount for which such **Claim** can be settled. Upon payment of such sums, the **Underwriters** shall be entitled to relinquish the control of such **Claim** and be under no further liability in connection therewith, except for **Legal Costs** which the **Underwriters** have already agreed in writing to pay in respect of matters prior to the date of such payment.

However, where the **Limits of Indemnity** are stated to be inclusive of all costs and expenses if a payment exceeding the **Limits of Indemnity** has to be made to dispose of a claim the liability of the **Underwriters** to pay all costs and expenses in connection therewith shall be limited to such proportion of the said costs and expenses as the **Limits of Indemnity** bear to the amount paid to dispose of a **Claim**.

(8) **Coinsurance**

The insurance afforded by this **Policy** is excess over and reduced by any other valid and collectable insurance available to the **Insured**. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss.

(9) **Cancellation**

- (a) This **Policy** may be cancelled at any time at the written request of the **Insured**. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Underwriters** of a claim or of any circumstance(s), incident(s) or **Occurrence(s)** which may give rise to a claim, no premium refund shall be payable to the **Insured**. If no claim(s), circumstance(s), incident(s) or **Occurrence(s)** have been notified, the premium shall be adjusted on the basis of the **Underwriters** refunding the amount by which paid premium exceeds earned premium (that being computed in accordance with the **Underwriters**' customary short rate table (attached) and procedure for the time the **Policy** has been in force).
- (b) The **Underwriters** shall, except in the case of non-payment of premium, give the Corporate Risk Department (or its equivalent) of the **Insured** thirty (30) days written registered mail notice of cancellation and, in the case of non-payment of premium, the **Underwriters** shall give fifteen (15) days notice of cancellation.
- (c) If the premium for the whole or part of this **Policy** is demanded and/or paid on an estimated basis, premium adjustment may be made by the time cancellation is effected or, if not then made, shall be made as soon as practicable after cancellation becomes effective.
- (d) In this condition the expression "paid premium" means premium actually paid by the **Insured** to the **Underwriters** or their authorized agent and does not include any premium or part thereof paid to the **Underwriters** by an agent, unless actually paid to the agent by the **Insured**.

Upon cancellation of this **Policy**, any certificate(s) of insurance shall be cancelled, and shall be returned by the **Insured** to the **Underwriters** immediately.

(10) **Law and Jurisdiction**

This **Policy** shall be governed by and construed in accordance with Irish law and any disputes arising out of or concerning this **Policy** shall be resolved in accordance with that system of law and shall be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

(11) **Fraud**

If any **Claim** under this **Policy** is in any respect fraudulent, the **Underwriters** shall be entitled to:

- (a) refuse to pay the **Claim**;
- (b) recover any sums paid by the **Underwriters** to the **Insured** in respect of the **Claim** from the **Insured**; and
- (c) give notice of termination of the **Policy**, which shall be effective from the date of the fraud.

(12) **Policyholder**

The **Policyholder** shall be deemed to be the sole and irrevocable agent of each and every **Insured** under this **Policy** for the purpose of:

- (a) giving to or receiving from the **Underwriters** notice of cancellation and other notices;
- (b) giving instructions to or agreeing with the **Underwriters** for amendments or variations of the **Policy**; or
- (c) making or receiving payments of premiums or adjustments of premium.

(13) **Sanctions**

The **Underwriters** shall not be liable to indemnify the **Insured** against any claim or provide any cover or 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 Canada, the European Union, United Kingdom or United States of America.

(14) It is a Condition Precedent to liability under this **Policy** that the **Policyholder** shall have an adequate safety statement as required by Section 12 of the Safety Health and Welfare at Work Act 1989.

(15) Stamp duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

(16) It is noted and agreed that wherever a Law, Act or Legislation is mentioned or referred to in this **Policy** that does not apply to the Republic of Ireland, it is replaced with the equivalent Law, Act or Legislation in Irish Law.

(17) **Preventative Circumstances**

Where any **Claim** arises from an **Occurrence** outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man where the **Underwriters** are by law or circumstance prevented from indemnifying the **Insured** locally:

- (i) the **Insured** will be required to handle the defence and investigation of any **Claim**;
- (ii) the **Underwriters** will indemnify the **Insured** in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in respect of any **Claim**.

Notwithstanding the above, the **Underwriters** shall not be liable to provide any indemnity under this **Policy** if the provision of indemnity would be in violation of any political, economic or trade sanctions

(18) **Administration and the Policyholder**

It is agreed that the **Policyholder** has acted and shall continue to act as agent of each and every **Insured** with irrevocable authority with respect to all aspects of this **Policy** including, but not limited to, the following: contract negotiations; renewals and decisions not to renew; amendments and endorsements to cover; premium payment; premium adjustments; receipt of notices regarding this **Policy**; dispute resolution matters; claims management; consent to defence and settlement; claim payments and exercising rights of the **Insured**; allocation; and cancellation.

(19) **Action Against Underwriters**

No action shall lie against the **Underwriters** unless and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the Insured after trial or by written agreement of the Insured, the claimant and the **Underwriters**. Nothing contained in this **Policy** shall give any person or entity any right to join the **Underwriters** as a co-defendant in any action against the Insured to determine the **Insured's** liability

(20) **Inspection**

The **Underwriters** shall be permitted to inspect the **Insured's** premises, records and operations and the **Insured** shall provide any relevant information and documentation as may be requested by the **Underwriters** at any time. The **Underwriters** waive no right and undertake no responsibility by reason of such inspection or the omission thereof.

(21) **Currency**

All amounts shown in this **Policy** are deemed to be expressed in Euros unless clearly stated to the contrary.

(22) **Notices**

Unless stated otherwise, all notices and other correspondence required by this **Policy** to be sent to the **Underwriters** should be sent to Ambris Europe SRL (as agent of the **Underwriters**) at the following address:

140 Fenchurch Street
London EC3M 6BL

(23) **Unenforceable or Void Provisions**

If any clause of this **Policy** shall be struck down in whole or in part, the remainder of the **Policy** shall continue in full force and effect.

(24) **Waiver, Variation and Assignment**

(a) No provision of this **Policy** may be waived or varied, except by an endorsement issued and signed by the **Underwriters**. Notice given to any agent of the **Insured** or of the **Underwriters** or knowledge possessed by any such agent or any other person, shall not be held to effect a waiver or change in any part of this **Policy**.

(b) No change, modification or assignment of any interest under this **Policy** shall be effective without the prior written approval of the **Underwriters**.

(25) **Deductible**

The **Underwriters** may, at their sole discretion, pay any part or all of the **Deductible** to effect settlement of any **Claim** and, upon notification of the action taken, the **Policyholder** shall promptly reimburse the **Underwriters** for such **Deductible** (or portion thereof) as the **Underwriters** have paid.

(26) **Erosion of the Deductible by Legal Costs**

The **Deductible** shall be eroded by any payment of **Legal Costs** by the **Insured**.

(27) It is a condition precedent to liability under this **Policy** that the **Policyholder** has advised **Underwriters** of all incidents which may give rise to a **Claim** in expiring policies.

(28) **SERVICE OF SUIT**

The **Underwriters** hereby agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this **Policy** shall be properly served if addressed to them and delivered to them care of:

General Representative and Country Manager for Ireland (on behalf of Lloyd's Insurance Company S.A.)
7/8 Wilton Terrace Dublin 2
D02 KC57
Ireland

Tel: + 353 (0) 1644 1000
Email: eamonn.egan@lloyds.com
Email: lloydsireland@lloyds.com

who, in this instance, has authority to accept service on their behalf.

By giving the above authority, the **Underwriters** do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in Belgium.

This Service of Suit use will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this **Policy** and, to the extent required, shall apply to give effect to that process.

COMPLAINTS NOTICE – IRELAND

Any complaint should be addressed to: Head of

Complaints Management
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydseurope.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further.

You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint should be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Once the 40 (forty) business days have passed and the complaint has not been resolved, you will be advised of the expected timescale in which the complaint should be resolved.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Ireland
Tel: +353 1 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0027C
01/04/2025

SHORT RATE CALCULATION TABLE

Days Policy in force			% of premium		Days Policy in force			% of premium	
Up to	-	83	.....	33	215	-	218	.....	68
84	-	87	.....	34	219	-	223	.....	69
88	-	91	(3 Months)	35	224	-	228	.....	70
92	-	94	.....	36	229	-	232	.....	71
95	-	98	.....	37	233	-	237	.....	72
99	-	102	.....	38	238	-	241	.....	73
103	-	105	.....	39	242	-	246	(8 Months)	74
106	-	109	.....	40	247	-	250	.....	75
110	-	113	.....	41	251	-	255	.....	76
114	-	116	.....	42	256	-	260	.....	77
117	-	120	.....	43	261	-	264	.....	78
121	-	124	(4 Months)	44	265	-	269	.....	79
125	-	127	.....	45	270	-	273	(9 Months)	80
128	-	131	.....	46	274	-	278	.....	81
132	-	135	.....	47	279	-	282	.....	82
136	-	138	.....	48	283	-	287	.....	83
139	-	142	.....	49	288	-	291	.....	84
143	-	146	.....	50	292	-	396	.....	85
147	-	149	.....	51	297	-	301	.....	86
150	-	153	(5 Months)	52	302	-	305	(10 Months)	87
154	-	156	.....	53	306	-	310	.....	88
157	-	160	.....	54	311	-	314	.....	89
161	-	164	.....	55	315	-	319	.....	90
165	-	167	.....	56	320	-	323	.....	91
168	-	171	.....	57	324	-	328	.....	92
172	-	175	.....	58	329	-	332	.....	93
176	-	178	.....	59	333	-	337	(11 Months)	94
179	-	182	(6 Months)	60	338	-	342	.....	95
183	-	187	.....	61	343	-	346	.....	96
188	-	191	.....	62	347	-	351	.....	97
192	-	196	.....	63	352	-	355	.....	98
197	-	200	.....	64	356	-	360	.....	99
201	-	205	.....	65	361	-	366	(12 Months)	100
206	-	209	.....	66					
210	-	214	(7 Months)	67					

Endorsement attaching to and forming part of this Policy:

1 PREMIUM PAYMENT CLAUSE

The (Re)**Insured** undertakes that premium will be paid in full to **Underwriters** within 60 days of inception of this **Policy** (or, in respect of instalment premiums, when due).

If the premium due under this **Policy** has not been so paid to **Underwriters** by the 60th day from the inception of this **Policy** (and, in respect of instalment premiums, by the date they are due) **Underwriters** shall have the right to cancel this **Policy** by notifying the (Re)**Insured** via the broker in writing. In the event of cancellation, premium is due to **Underwriters** on a pro rata basis for the period that **Underwriters** are on risk but the full policy premium shall be payable to **Underwriters** in the event of a loss or **Occurrence** prior to the date of termination which gives rise to a valid claim under this **Policy**.

It is agreed that **Underwriters** shall give not less than 15 days prior notice of cancellation to the (Re)**Insured** via the broker. If premium due is paid in full to **Underwriters** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

All endorsements are subject otherwise to the terms, conditions, limitations and exclusions of the **Policy**.



Date:

Signed:
For and on behalf of Newline Insurance Company Limited