

RISK DETAILS - WORDING



**Combined Healthcare Liability Insurance  
Policy  
For**

***Alliance Medical Group and subsidiary  
Companies***

**Policy Number: CSHLC2502297**

## Taxes

There may be circumstances where taxes may be due that are not paid via the **Underwriter**. If this occurs then it is the **Insured's** responsibility to ensure that these are paid direct to the appropriate authority.

## Other insurances

If, at the time **you** make a **policy claim**, **you** are insured for the same **claim** by any other insurance (including but not limited to **co-insurance**) the coverage available to you under this **policy** will only operate in excess of that which would have been payable under the other insurance had this **policy** not been in force.

## Assignment

This **policy** and any and all rights under it are not assignable without **our** written consent.

## Entire agreement

The terms and provisions of this **policy** shall not be waived, changed or modified, unless by written **endorsement**. Notices to, by or from any agent or representative of **you** or **us** shall not effect a waiver, change or modification of this **policy** and shall not prevent **us** from asserting any rights under this **policy**.

## Third party rights

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Interpretation – quantities and gender

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

## Severability clause

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

## Reference to legislation

Any reference in this **policy** to any statute, order or rule are references to Irish statutes, orders and rules and shall be deemed to include any amendment, consolidation or re-enactment from time to time.

## Schedule

1	<b>Policy number:</b>	<b>CSHLC2502297</b>
2	<b>Insurer:</b>	<b>Lloyds Syndicate EVE 2786</b>
3	<b>Insured (including subsidiaries):</b>	Alliance Medical Group and subsidiary Companies
4	<b>Insured's address:</b>	First Floor, The Woods, Haywood Road, Warwick, CV34 5AH
5	<b>Business:</b>	Provision of PETCT and diagnostic imaging services and equipment through static sites and mobile units including equipment hire, installation / de-installation, service and repair. Provision of medical services including but not limited to radiotherapy, physiotherapy, pathology, research and supply and/or training for imaging technicians. Production of and / or distribution of radiopharmaceuticals products. Property Owners and property occupiers.
6	<b>Period of Insurance:</b>	<b>From:</b> 01 September 2025 <b>To:</b> 31 August 2026  both dates inclusive
7	<b>Premium:</b>	GBP 540,000.00
8	<b>Commission:</b>	5%
9	<b>Premium adjustment:</b>	No
10	<b>Applicable sections, deductibles, limits of indemnity:</b>	
11	<b>Section 1: Public Liability</b>	
	<b>Limit of indemnity:</b>	GBP 10,000,000 any one <b>occurrence</b>
	<b>Deductible:</b> <b>or</b>	GBP 25,000 each and every <b>occurrence</b>  EUR 25,000 each and every <b>occurrence</b> within the European Union.
	<b>Section 2: Products Liability</b>	
	<b>Limit of indemnity:</b>	GBP 10,000,000 any one claim and in in the aggregate during any one <b>period of insurance</b> .
	<b>Deductible:</b>	GBP 25,000 each and every claim

EUR 25,000 each and every claim within the European Union.

### **Section 3: Medical Malpractice**

**Limit of indemnity:** GBP 10,000,000 any one claim and in the aggregate during any one **period of insurance**.

**Deductible:** GBP 25,000 each and every claim

EUR 25,000 each and every claim within the European Union.

### **Section 5: Pollution**

**Limit of indemnity:** GBP 10,000,000 any one claim and in the aggregate during any one **period of insurance**.

**Deductible:** GBP 25,000 each and every claim

EUR 25,000 each and every claim within the European Union.

**Our** liability under a **section** will not exceed the relevant **limit of indemnity**. When a **limit of indemnity** under a **section** is exhausted, all **our** obligations will cease.

In addition to the **Limits of Indemnity** detailed above the following **Limits of Indemnity** apply in respect of the following Extensions

#### **Extension 13: Legionellosis**

**Limit of indemnity:** GBP 5,000,000 any one claim and in the aggregate during any one **period of insurance**.

**Deductible:** GBP 25,000 each and every claim

EUR 25,000 each and every claim within the European Union.

#### **Extension 18: Pollution**

**Limit of indemnity:** GBP10,000,000 any one **claim** and in the aggregate during any one **period of insurance**.

**Deductible:** GBP 25,000 each and every **occurrence**  
EUR 25,000 each and every **occurrence**  
within the European Union.

#### **Extension 19: Abuse**

**Limit of indemnity:** GBP 5,000,000 any one claim and in the aggregate during any one **period of insurance**.

**Deductible:** GBP 25,000 each and every claim  
EUR 25,000 each and every claim within the European Union.

#### **Extension 20: Professional Indemnity**

**Limit of indemnity:** GBP 5,000,000 any one claim and in the aggregate during any one **period of insurance**.

**Deductible:** GBP 25,000 each and every claim  
EUR 25,000 each and every claim within the European Union.

11. **Retroactive dates:**
- Extension 13 Legionellosis 25th May 1989
  - Extension 12 RAF Lakenheath 1st April 2011
  - Extension 19 Abuse 1st February 2010
  - Extension 20 Professional Indemnity  
25th May 1989 other than 1st January 1986
  - in respect of Clane X-Ray Limited
  - Section 2 Products Liability  
1<sup>st</sup> June 2021
  - Section 3 Medical Malpractice  
25th May 1989 other than 1st January 1986 in  
respect of Clane X-Ray Limited

## Definitions

Where the following words appear in **bold** in this document they will have the meanings shown below:

### 1 **Insured**

**Insured** shall mean

- (a) the named **Insured** in the **Schedule** to this **Policy**
- (b) legal or personal representatives of the **Insured** in respect of legal liability incurred by the **Insured**

Indemnity shall also be provided to the following parties but only at the request of the **Insured**

- (c) any director or partner of the **Insured** other than any doctor surgeon consultant midwife or dentist while working in a professional capacity
- (d) any **Employee** other than any doctor surgeon consultant midwife or dentist while working in a professional capacity
- (e) lessors where such lessors are required in contract to be indemnified in respect of property plant or equipment leased to the **Insured**
- (f) the officers members committee and voluntary helpers of the **Insured's** canteen and welfare organisations in their respective capacities as such
- (g) the officers and members of the **Insured's** security rescue first aid fire and ambulance services in their respective capacities as such
- (h) the officers members committee voluntary helpers and guests of the **Insured's** sports and social organisations in their respective capacities as such
- (i) any director or partner or executive of the **Insured** in respect of private work undertaken by any **Employee** for a director partner or executive of the **Insured** other than any doctor surgeon consultant midwife or dentist while working in a professional capacity
- (j) the officers or members of the **Insured's** medical organisation other than any doctor surgeon consultant midwife or dentist while working in a professional capacity

provided such parties requiring indemnity shall observe fulfil and be subject to the terms, conditions and exclusions of this Policy.

## 2 Employee

**Employee** shall mean

- (a) any person under a contract of service or apprenticeship with the **Insured**
- (b) any labour master or labour only sub-contractor or persons supplied by them whilst under the direct control and supervision of the **Insured**
- (c) self employed persons engaged by the **Insured**
- (d) persons engaged by the **Insured** under work experience training study or similar schemes
- (e) any person hired to borrowed by or supplied to the **Insured** from any other employer
- (f) persons on secondment to the **Insured** from the **Insured's** parent subsidiary or associated companies outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
- (g) voluntary workers for the **Insured**
- (h) outworkers and home workers for the **Insured**
- (i) any prospective employee who is being assessed by the **Insured** as to his or her suitability for employment

## 3 Business

**Business** shall mean the business of the **Insured** as advised to the **Underwriter** at the inception of the **Policy** and prior to any subsequent renewal which shall include

- (a) engagement of subcontractors for performance of work on behalf of the **Insured**
- (b) organisation of and participation in exhibitions trade fairs and conferences
- (c) property owners lessors and lessees including repair refurbishment and maintenance of such property
- (d) provision and management for the benefit of any **Employee** of canteen social sports welfare medical facilities fire first aid rescue and ambulance services
- (e) provision for the benefit of any **Employee** of nursery crèche or baby care facilities
- (f) private work undertaken by any **Employee** for any director or partner or executive of the **Insured**
- (g) security organisations for the benefit of the **Insured**
- (h) the organisation or sponsorship of charitable events or similar fund raising activities
- (i) sponsorship of events organisations entities and individuals
- (j) repair maintenance and servicing of own mechanically propelled vehicles

- (k) sale or disposal of own property and goods including owned mechanically propelled vehicles
- (l) provision of gifts and promotional material incidental to the **Business**

#### 4 Injury

**Injury** shall mean

- (a) bodily injury, death, disease, illness which shall include mental anguish and or shock
- (b) false arrest, false detention, false imprisonment, wrongful eviction

#### 5 Property Damage

**Property Damage** shall mean loss of or damage to material property

#### 6 Products

**Products** shall mean goods or products (after they have ceased to be in the possession or under the control of the **Insured**) manufactured constructed repaired serviced treated sold supplied or distributed by the **Insured** including any container and instructions for use and including any structure constructed erected or installed or any contract works executed by or on behalf of the **Insured** in the course of the **Business**

#### 7 Deductible

**Deductible** shall mean the amount which the **Insured** agrees to pay before which the **Underwriter** shall be liable to make any payment under this **Policy** and such amount shall be inclusive of all costs and expenses as specified in clause 2 of Sections 1 2 and 3 and Extension 2

The full **Limit of Indemnity** as stated in the **Policy Schedule** will apply over and above the **Deductible** subject otherwise and always to the **Policy** terms conditions and exclusions stated herein

#### 8 Occurrence

**Occurrence** shall mean an event including continuous or repeated injurious exposure to the same conditions during the **Period of Insurance** which result in **Injury** or **Property Damage**

#### 9 Pollution

**Pollution** shall mean contamination the discharge dispersal release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water

#### 10 Terrorism

**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

#### 11 Airside Liability

**Airside Liability** shall mean liability in connection with the manoeuvring areas and aprons of an Airport as defined in the "Rules of the Air" made under the Air Navigation Order (SI 1970 No.954) or any similar Order or any amendment thereof and service roads which are directly associated therewith

#### 12 Principal

**Principal** shall mean any party other than a director partner or **employee** of the **Insured** with whom the **Insured** has entered into a contract in the course of the **Business**

#### 13 Offshore

**Offshore** shall mean embarkation on to a vessel or aircraft (including helicopters) for conveyance to an offshore installation or support or accommodation vessel until disembarkation from the conveyance on to land upon return from the offshore installation or support or accommodation vessel

#### 14 Territorial Limits

**Territorial Limits** shall mean Great Britain Northern Ireland the Isle of Man the Channel Islands and any other country within the European Union

The **Territorial Limits** also include elsewhere in the world but only in respect of temporary visits to such territories by **employees** of the **Insured** in the course of the **Business**

#### 15 Denial of Service Attack

**Denial of Service Attack** shall mean any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

#### 16. Phishing

**Phishing** shall mean any access or attempted access to data or information made by means of misrepresentation or deception.

#### 17. Hacking

**Hacking** shall mean any unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the **Insured's** property or not.

#### 18 Virus or similar mechanism

**Virus or similar mechanism** shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether

involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs

#### 19 Good Samaritan Acts

**Good Samaritan Act** shall mean any treatment administered by the **Insured** within the accepted skills of the **Insured** at the scene of a medical emergency accident or disaster whether by chance or in response to a call for emergency assistance following a disaster

#### 20 Medical Practitioner

**Medical Practitioner** shall mean any doctor, surgeon, physician, consultant, midwife or dentist while working in a professional capacity

#### 21 Pollution incident

Sudden, identifiable, unexpected and unintended Pollution that takes place in its entirety at a specific time and place during the **Period of Insurance**.

#### 22 Abuse

**Abuse** shall mean **Injury** caused by resulting from or in connection with or in any way relating to

- (a) any act of hurting or injuring mentally or physically by maltreatment or ill use
- (b) repeated or continuing contemptuous course or insulting words or behaviours
- (c) any act of a sexual nature or for the purpose of obtaining sexual gratification including rape or molestation

whether such act is that of the **Insured** any director or partner of the **Insured** any **Employee** or any other person whatsoever

#### 23 GDPR

**GDPR shall mean** the General Data Protection Regulation (EU) 2016/697 and any enabling data protection legislation

#### 24 Underwriters

The **Underwriter** or **Underwriters** shall mean Everest Insurance (Ireland) DAC

#### 25 Period of Insurance

**Period of insurance** means the **period of insurance** under this **policy** as detailed in the Schedule and any subsequent period agreed to in writing or any shorter period arising as a result of cancellation of this **policy**.

#### 26 Policy

**Policy** means this **policy** together with all endorsements issued by **us** in writing from time to time.

**27 We, us or our** means the **Underwriters**

**28 You or your** means the **Insured**

**29. Limit of indemnity**

**Limit of Indemnity** means the maximum amount payable by **us** under a **section**.

**30 Material Information**

**Material information** means the information which **you** provided to **us** and on which we relied in offering the terms and conditions applicable to this **policy**.

**31 Policy Claim**

**Policy claim** means a request for indemnity made by **you** (or any other party entitled to indemnity under the terms of this **policy**) to **us** in compliance with the terms and conditions of this **policy**.

## Coverage section 1 – Public Liability

### Key information

This **section** details what public liabilities are covered by **us**. This cover is subject to the terms, conditions, exclusions and limitations of this **policy** and applicable to this section.

Except where **we** say so, the cover provided under this section shall not increase the maximum amounts payable under this section as set out in the schedule.

The **Underwriter** will subject to the terms Conditions, Extensions, Exclusions and Endorsements contained in this **Policy** indemnify the **Insured** up to the **Limit of Indemnity** stated in the Schedule

- 1 for all sums that the **Insured** shall become legally liable to pay for damages in respect of
  - (a) **Injury**
  - (b) **Property Damage**
  - (c) nuisance trespass or interference with any easement right of air light water or wayoccurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business**
- 2 against legal liability for claimants costs and expenses in connection with clause 1 of this Section 1

Provided that in respect of

- (i) any one **Occurrence**
- (ii) all incidents considered by the **Underwriter** to have occurred during any **Period of Insurance** in respect of **Pollution**

the following will apply

- A the total amount payable by the **Underwriter** in respect of clause 1 of this Section 1 (including all Extensions and Memoranda) shall not exceed the **Limit of Indemnity** stated in the Schedule
- B the total amount payable by the **Underwriter** in respect of clause 2 of this Section 1 and Extension 2 will be in addition to the **Limit of Indemnity**

- C Where the **Underwriters** are required to indemnify more than one party the total amount payable under clause 1 of this Section 1 shall not exceed the **Limit of Indemnity**. For the purposes of the **Limit of Indemnity** stated in the Schedule all **Insureds** under this **Policy** shall be treated as one insured party or single legal entity so that there will only be two parties to the contract of insurance namely the **Underwriter** and the first named **Insured**.
- D in respect of any claims brought in the United States of America or its territories or its protectorates or Canada all costs and expenses specified in clause 2 of this Section 1 and Extension 2 are included within the **Limit of Indemnity** stated in the Schedule

## EXCLUSIONS – applicable to Section 1 Public Liability

The indemnity in Section 1 of this **Policy** will not apply to or include liability

### 1 Vehicles, Aircraft and Watercraft

arising from or out of the ownership possession or use by or on behalf of the Insured of any

(a) mechanically propelled vehicle or mobile plant other than legal liability arising out of

- (i) the use of plant as a tool of trade on site
- (ii) the use of plant at the premises of the Insured
- (iii) the loading or unloading of any vehicle
- (iv) the unauthorised movement on the Insured's premises or contract site

provided that

- (1) A indemnity is not provided by any motor insurance contract
- or
- (2) compulsory motor insurance is not required by law
- or
- (3) there is not more specific insurance applying

(b) aircraft or aerospace device

(c) hovercraft or hydrofoil

(d) water-borne craft other than

- (i) hand propelled or sailing craft in inland territorial waters
- (ii) water-borne craft not owned by the **Insured** but used by the **Insured** for business entertainment
- (iii) mechanically propelled water borne craft not exceeding 22 feet in length in inland or territorial waters

provided that there is not more specific insurance applying

### 2 Custody and Control

for or arising from loss of or damage to any property which at the time of the **Occurrence** giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **Insured** other than

(a) **Employees'** directors' partners' guests' customers' clients' or visitors' personal effects including vehicles and their contents

- (b) premises including fixtures fittings and contents not owned by or leased to or rented to the **Insured** where the **Insured** is undertaking work in connection with the **Business**
- (c) premises and their fixtures fittings hired leased rented or lent to the **Insured** other than such loss or damage if liability is assumed by the **Insured** under a tenancy or other agreement and would not have attached in the absence of such agreement
- (d) any vehicle vessel craft container railway rolling stock including contents and accessories not owned by or leased to the **Insured** whilst in the care custody or control of the **Insured** for the purpose of or whilst being loaded or unloaded by the **Insured**
- (e) food or beverages for consumption on the premises of the **Insured** or at any other premises where the **Insured** is carrying on the **Business**

### 3 Working Property

for **Property Damage** to that part of any property on which the **Insured** or any servant or agent of the **Insured** is or has been working

### 4 Professional Negligence

for breach of professional duty by reason of any negligent act or omission

### 5 Offshore

arising from work performed **Offshore** unless advised to and agreed by the **Underwriter** prior to departure **Offshore**.

### 6 Coronavirus Exclusion

This policy does not apply to liability arising out of

- a) the actual or alleged transmission of any coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation thereof.
- b) any epidemic or pandemic regardless of when declared; or
- c) any fear or threat of a) or b) above
- d) any anxiety caused by a) or b) above

This exclusion applies even if the **claims** against **you** allege negligence or other wrongdoing in the:

1. Supervision, hiring, employing, training or monitoring of others that may be infected with any disease or virus described in a) or b) above;
2. Testing for any disease or virus described in a) or b) above;
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to the authorities.

## Coverage section 2 - Products liability

### Key information

This **section** details what Products liabilities are covered by **us**. This cover is subject to the terms, conditions, exclusions and limitations of this **policy** and applicable to this section.

Except where **we** say so, the cover provided under this section shall not increase the maximum amounts payable under this section as set out in the schedule.

The **Underwriter** will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this **Policy** indemnify the **Insured** up to the **Limit of Indemnity** stated in the Schedule

- 1 for all sums that the **Insured** shall become legally liable to pay for damages in respect of any claim first made and notified to **Underwriters** during the **Period of Insurance** as a result of
  - (a) **Injury**
  - (b) **Property Damage**
  - (c) nuisance trespass or interference with any easement right of air light water or way  
caused by **Products**
- 2 against legal liability for claimants costs and expenses in connection with clause 1 of this Section 2

Provided that in respect of

- (i) any one claim
- (ii) all incidents considered by the **Underwriter** to have occurred during any **Period of Insurance** in respect of **Pollution**

the following will apply

- A the total amount payable by the **Underwriter** in respect of clause 1 of this Section 2 (including all Extensions and Memoranda) shall not exceed the **Limit of Indemnity** stated in the Schedule



- B the total amount payable by the **Underwriters** in respect of clause 2 of this Section 2 and Extension 2 arising out of all claims during the **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of Insureds having a claim under this **Policy** consequent on or attributable to that one source or original cause shall be payable in the addition to the appropriate **Limit of Indemnity** stated in the Schedule
- C For the purposes of the **Limit of Indemnity** stated in the **Schedule** all **Insureds** under this **Policy** shall be treated as one insured party or single legal entity so that there will only be two parties to the contract of insurance namely the **Underwriter** and the first named **Insured**
- D in respect of any claims brought in the United States of America or its territories or its protectorates or Canada all costs and expenses specified in clause 2 of this Section 2 and Extension 2 are included within the **Limit of Indemnity** stated in the Schedule

## EXCLUSIONS – applicable to Section 2 Products Liability

The indemnity in Section 2 of this Policy will not apply to or include liability

**1 Aviation Products**

arising out of any **Products** or services directly affecting the integrity of the structure navigation or propulsion of any aircraft or aerospace device where such **Products** or services are knowingly supplied by the **Insured** for this purpose

**2 Product Recall**

in respect of recalling removing repairing replacing reinstating or the cost of a reduction in value of any **Products** arising as a result of any defect therein or the unsuitability thereof for its intended purpose

**3 Contractual Liability**

arising from or in connection with any **Products** where such legal liability has been accepted by agreement by or on behalf of the **Insured** except to the extent that such liability would have attached in the absence of such agreement

**4 Defective Products / Product Efficacy**

in respect of loss of or damage to any **Products** caused by any defect therein or the unsuitability thereof for its intended purpose.

**5 Previously notified claims or circumstances**

any claim arising out of circumstances notified under any policy of insurance in force prior to the **Period of Insurance**

**6 Knowledge of circumstances**

claims arising out of circumstances which may give rise to a claim of which the **Insured** was aware prior to the **Period of Insurance**

**7 Retroactive Coverage**

any claim or claimants costs and expenses arising directly from any negligent act or omission or event occurring wholly or in part before the **Retroactive Date** stated in the Schedule

## Coverage section 3 – Medical Malpractice

### Key information

This **section** details what Medical Malpractice cover is provided by **us**. This cover is subject to the terms, conditions, exclusions and limitations of this **policy** and applicable to this section.

Except where **we** say so, the cover provided under this section shall not increase the maximum amounts payable under this section as set out in the schedule.

The **Underwriter** will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this **Policy** indemnify the **Insured** up to the **Limit of Indemnity** stated in the Schedule

- 1 for all sums that the **Insured** shall become legally liable to pay for damages in respect of any claim first made and notified to the **Underwriter** during the **Period of Insurance** as a result of Injury occurring within the **Territorial Limits** in connection with the **Business** and caused by breach of professional duty by reason of any negligent act or omission or **Good Samaritan Act** other than by any **Medical Practitioner**.
- 2 against legal liability for claimants costs and expenses in connection with clause 1 of this Section 3.

Provided that in respect of any one event or series of events consequent upon or attributable to a common cause irrespective of the number of parties insured by this **Policy** having a claim under this **Policy** the following will apply

- A the total amount payable by the **Underwriter** in respect of clause 1 of this Section 3 (including all Extensions and Memoranda) shall not exceed the **Limit of Indemnity** stated in the Schedule
- B the total amount payable by the **Underwriters** in respect of clause 2 of this Section 3 and Extension 2 of this Section 3 will be included within the **Limit of Indemnity** stated in the Schedule
- C Where the **Underwriter** is required to indemnify more than one party the total amount payable under Clause 1 of this Section 3 shall not exceed the **Limit of Indemnity**. For the purposes of **Limit of Indemnity** stated in the **Schedule** all **Insureds** under

this **Policy** shall be treated as one insured party or single legal entity so that there will only be two parties to the contract of insurance namely the **Underwriter** and the first named **Insured**

- D in respect of any claims brought in the United States of America or its territories or its protectorates or Canada all costs and expenses specified in clause 2 of this Section 3 and Extension 2 of this Section 3 are included within the **Limit of Indemnity** stated in the Schedule

It is hereby agreed that Exclusion 6 of GENERAL EXCLUSIONS APPLICABLE TO SECTIONS 1 2 AND 3 will not apply to claims and circumstances arising from **Injury** as a result of a war or radiation

## EXCLUSIONS – applicable to Section 3 Medical Malpractice

The indemnity in Section 3 of this **Policy** will not apply to or include

**1      Previously notified claims or circumstances**

any claim arising out of circumstances notified under any policy of insurance in force prior to the **Period of Insurance**

**2      Knowledge of circumstances**

claims arising out of circumstances which may give rise to a claim of which the **Insured** was aware prior to the **Period of Insurance**

**3      Retroactive Coverage**

any claim or claimants costs and expenses arising directly from any negligent act or omission or event occurring wholly or in part before the **Retroactive Date** stated in the Schedule

**4.      Contractual Liability**

liability accepted by agreement by or on behalf of the **Insured** except to the extent that such liability would have attached in the absence of such agreement

**5.      Specific Medical Conditions**

any claim or investigation arising directly or indirectly from the transmission of the Hepatitis virus (in all its variants) or any condition caused by or associated with the Human Immunodeficiency Virus (HIV) or the mutants derivatives or variants thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind however it may be named provided that this Exclusion shall not apply to the first GBP1,000,000 each and every claim subject to an aggregate of GBP2,500,000 during the **Period of Insurance**.

## SECTION 3 CONDITIONS

**The following are conditions of the insurance that the Insured needs to meet as their part of this contract. If they do not meet this condition and that either causes a claim or contributes to a claim, the Underwriter may reject that claim or payment in respect of that claim could be reduced. In some circumstances this policy may not be valid.**

1. It is a Condition to the right of the **Insured** to be defended or indemnified under this Section that the **Insured** shall ensure and record throughout the **Period of Insurance** that
  - (a) all **Medical Practitioners** maintain a licence approved by the relevant Government Medical and Health Department or other applicable licensing and registration body and
  - (b) such **Medical Practitioners** maintain membership of a Medical Defence Organisation/local equivalent organisation or insurance coverage in accordance with local legislation and that the category of such membership is applicable to all services offered or provided to the **Insured** or
  - (c) are otherwise fully insured for breach of professional duty by reason of any negligent act or omission or Good Samaritan Act.

## General exclusions

### Key information

The following general exclusions apply to the whole of this **policy**.

In any **claim** and in any action, suit or other proceedings to enforce a **claim** by **you** under this **policy**, **you** shall have the burden of proving that the **claim** does not fall within the exclusions below.

The **Underwriters** will not provide indemnity

#### 1 Radioactive Contamination

for legal liability directly or indirectly caused by or contributed to or arising from

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

#### 2 Injury to Employees

in respect of the bodily injury death disease or illness to any **Employee** arising out of and in the course of employment by the **Insured** in connection with the **Business**.

#### 3 Fines and Penalties

- (a) for any legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.
- (b) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

#### 4 Contractual Liability

for any legal liability which is assumed by the **Insured** under agreement unless liability would have arisen in the absence of that agreement.

## 5 War and Terrorism

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law,
- (1) confiscation or requisition, expropriation, nationalisation or destruction of or **property damage** by or under the order of any Government or public or local authority
- (a) any act of **terrorism**; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to the above.

## 6 Cyber Liability

for any loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion: or

- (a) corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
- b) erasure or corruption of data processed by any computer or other equipment or component or system or item;

whether the **Insured's** property or not, where the loss is caused by a Virus or Similar Mechanism, Phishing or Hacking or Denial of Service Attack;

for any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to or arising from or occasioned by or resulting from a **Virus or Similar Mechanism, Phishing or Hacking or Denial of Service Attack** or misuse of any computer or other equipment or component or system or item whether or not resulting in:

- (a) actual or anticipated disclosure or publication of data including but not limited to privileged information or sensitive personal data;
- (b) actual or suspected theft of data including but not limited to privileged information and sensitive personal data.

## 7 Asbestos



for any actual or alleged liability for any claim or claims in respect of loss or losses arising out of resulting from or in consequence of or in any way involving asbestos or any material containing asbestos in whatever form or quantity.

**8 North American Judgements**

in respect of any claim judgement award payment of settlement made in any country or territory which operates under the laws of North America or any order made anywhere in the world to enforce such a judgement award or settlement either in whole or in part.

**9 Pollution**

in respect of **Pollution** of buildings or other structures or water or land or the atmosphere unless the **Pollution** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Period of Insurance** anywhere in the world

All **Pollution** which arises out of one incident shall be considered by the **Underwriter** for the purposes of this **Policy** to have occurred at the time such incident takes place.

**10 Defects in disposed of Property**

for the costs of remedying any defect or alleged defect in premises disposed of by the **Insured**.

**11 Airside Liability**

for any occurrence in respect of any **Airside Liability**.

**12 Deliberate Acts**

arising as a result of any deliberate act of or deliberate omission by the **Insured** the consequences of which could reasonably have been expected by the **Insured** having regard to the nature and circumstance of such act or omission

**13 Professional Advice**

arising from or in connection with advice, design or specification provided solely for a fee other than with the intent of obtaining a contract for the future supply of **Products** whether or not such contract is obtained.

This Exclusion applies to Sections 1 and 2 only

## EXTENSIONS APPLICABLE TO ALL SECTIONS

Subject otherwise to the terms Conditions and Exclusions of this **Policy** the **Underwriter** will provide indemnity in respect of the following Extensions

### 1 Cross Liabilities

If the **Insured** comprises more than one party the **Underwriter** will provide indemnity to each such **Insured** in the same manner and to the same extent as if a separate **Policy** had been issued to each provided that the cumulative total amount payable hereunder to all such **Insureds** shall not exceed the **Limit of Indemnity**.

### 2 Additional Legal Costs

The **Underwriter** will subject to the terms Conditions Exclusions and Extensions contained in this **Policy** indemnify the **Insured** in respect of

- (a) the **Insureds** costs of legal representation at
  - (i) any coroners inquest or inquiry in respect of any death
  - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any **occurrence**

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

- (b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this **Policy** incurred with the **Underwriter's** written consent

### 3 Defective Premises Act

The **Underwriter** will indemnify the **Insured** in respect of any liability which the **Insured** as previous owners may incur by virtue of the Defective Premises Act 1972 or the Defective Premises Measure (Northern Ireland) 1974 in connection with any premises which have been disposed of by the **Insured** and which prior to such disposal were occupied by the **Insured** in connection with the **Business** provided that the indemnity under this Extension shall not cover

- (a) any liability for incidents happening prior to such disposal
- (b) the cost of repairing, replacing or reinstating any defect giving rise to such liability or for the rectification of faulty workmanship
- (c) any liability more specifically insured under any other insurance policy

#### 4 Compensation for Court Attendance

In the event of any director or partner or **Employee** attending court as a witness at the request of the **Underwriter** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this policy the **Underwriter** shall provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- |  |         |
|--|---------|
| a) Any director or partner of the <b>Insured</b> | GBP 500 |
| b) Any other <b>Employee</b>                     | GBP 250 |

#### 5 Contingent Motor Liability

Notwithstanding Exclusion 1 a) of Section 1 the **Underwriter** will indemnify the **Insured** against legal liability for accidental death or accidental **Injury** to any person and or accidental **Property Damage** arising out of the use in the course of the **Business** of any mechanically propelled vehicle not the property of nor provided by the **Insured** provided that this indemnity will not apply to legal liability

- (a) in respect of loss of or damage to such vehicle or to property conveyed therein
- (b) arising whilst such vehicle is being driven by the **Insured** or any **Employee**
- (c) in respect of which the **Insured** is entitled to indemnity under any other insurance
- (d) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (e) for which the **Insured** is obliged to affect insurance by virtue of compulsory insurance as is required by the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent amending legislation

#### 6 Overseas Personal Liability

The **Underwriter** will provide indemnity to the **Insured** and if the **Insured** so requests any **Employee** or director or partner of the **Insured** against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business** provided that this indemnity will not apply

- a) to legal liability arising out of the ownership or occupation of land or buildings
- b) where indemnity is provided by any other insurance policy

## 7 **Member to Member Liability**

In respect of the **Insureds** canteen sports social and welfare activities and the activities of any sports or social club associated with the **Insured** it is agreed that if any claim arising out of such activities is made upon any member of the **Insured** by any other such member or other person and the claim is such that if made upon the **Insured** the **Insured** would be entitled to indemnity under this Policy the **Underwriter** will subject to the terms and Conditions and Exclusions of this **Policy** indemnify the said member in respect of such claim For the purposes of this indemnity guests and voluntary helpers shall be deemed to be members

Provided that

- (a) such member is not entitled to indemnity under any other policy or policies
- (b) such member shall as though he were the **Insured** observe fulfil and be subject to the terms Exclusions and Conditions of this **Policy**

## 8 **Indemnity to Principals**

To the extent that any contract or agreement entered into by the **Insured** with any Principal so requires the **Underwriter** will subject to the **Limit of Indemnity** stated in the Schedule

- (a) indemnify the **Insured** against liability assumed by the **Insured**
- (b) indemnify the Principal in like manner to the **Insured** in respect of the liability of the Principal

arising out of the performance by the **Insured** of such contract or agreement

Provided that

- (i) the conduct and control of claims is vested in the **Underwriter**
- (ii) the Principal shall observe fulfil and be subject to the terms Exclusions Conditions and Endorsements of this **Policy**
- (iii) indemnity under this Extension 8 shall not apply to liability in respect of liquidated damages or to liability under any penalty clause

Indemnity to any Principal shall only apply in respect of liability for which the **Insured** named in the Schedule would have been entitled to indemnity herein if the claim had been made directly against the **Insured**.

For purposes of this Extension the term Principal shall include but shall not be limited to any partner co-venturer subsidiary or affiliated or parent company to the Principal but only to the extent that the contract between the Principal and the **Insured** requires these additional parties to be indemnified in a like manner to the **Insured**

## 9 **Obstructing Vehicles**

In the event of a mechanically propelled vehicle causing an obstruction to the extent of interfering with the carrying out of the **Insureds Business** then notwithstanding Exclusion 1 a) of Section 1 the **Underwriter** will indemnify the **Insured** in respect of legal liability for **Injury** or **Property Damage** arising from the movement of such vehicle by the **Insured**

Provided that

- a) such movement shall be limited to the minimum necessary to clear the obstruction
- b) this Extension shall not apply where an indemnity is provided by any motor insurance contract or where compulsory motor insurance is required by law or where there is more specific insurance policy applying

## 10 **Contractual Liability**

The indemnity provided by this **Policy** is extended to indemnify the **Insured** in respect of their legal liability arising under contract for damages for **Injury** and **Property Damage**

Provided that:

- (a) the **Underwriters** will not be liable for any liability assumed by the **Insured** under any express warranty guarantee hold harmless agreement indemnity clause or the like unless such liability would have attached in the absence of such agreement
- (b) where a claim is an alleged breach of contract the **Underwriters** will not reduce their liability by the mere fact that contributory negligence is not available as a defence.

The **Underwriters** have noted under this **Policy** the terms of the contract between the **Insured** and the National Health Authority in respect of PET/CT Services in The

North of England. Details of such contract have been declared to and noted by the **Underwriters**. The **Limit of Indemnity** in respect of this contract is as stated in the Schedule.

## 11 Automatic Acquisitions

The **Business** shall include all acquisitions including premises acquired established or created during the **Period of Insurance** by the **Insured** but only to the extent that:

- (a) the terms and conditions of this **Policy** are broader than the terms and conditions of any other insurance in respect of claims made which are not recoverable under such insurance
- (b) the **Limit of Indemnity** under this **Policy** exceeds the amount of indemnity payable under any other insurance

Provided that:

- (i) The **Insured** will notify the **Underwriters** in writing as soon as practicable of any acquisition
- (ii) The **Underwriters** at their discretion may establish a separate rate or premium in respect of any such acquisitions
- (iii) Automatic cover for acquisitions will apply where the gross turnover does not exceed 5% of the **Insured's** gross turnover in the country where the acquisition is made for the last completed financial year and there will be no adjustment to premium. All other acquisitions to be declared to the **Underwriters** within 60 days
- (iv) This Extension shall not apply to acquisitions representing a material change to the nature of the **Business**.

## 12 **RAF Lakenheath Contract Extension**

Notwithstanding anything contained herein to the contrary the **Business** shall include activities performed by the **Insured** at RAF Lakenheath which for the purpose of this Extension are defined as the weekly provision of MRI facilities and operating personal on RAF Lakenheath premises

- (a) any claim shall be subject to the **Deductible**
- (b) the following Exclusions shall not apply
  - (i) Exclusion v) of Extension 15 – Advertising Liability
  - (ii) Exclusion 9) B) of Extension 20 – Professional Indemnity
- (c) a Retroactive Date of the 1st April 2011 will apply in substitution of any Retroactive date stated within the **Policy**
- (d) the **Limits of Indemnity** stated within the Schedule shall be inclusive of all legal costs in respect of any claim arising under this Extension
- (e) indemnity will not apply
  - (i) to legal liability caused by or arising out of **pollution** of buildings or other structures or of water or land or the atmosphere
  - (ii) legal liability for aggravated exemplary or punitive damages
- (f) **Underwriters** (with all reasonable endeavours) shall give 30 days written notice of cancellation or material change affecting the interest of the government of the United States of America to the contracting officer as provided to **Underwriters**

## 13 **Legionellosis**

This policy extends to include the **Insured's** legal liability in respect of **Injury** to any person other than an **Employee** arising out of the release of legionella bacteria happening in connection with the **Business**

Provided that:

- (a) any claim for damages, costs and expenses or;
- (b) any notification of any circumstance which;
  - (i) has caused or is alleged to have caused **Injury** or;

- (ii) can be reasonably expected to give rise to a claim which may be the subject of an indemnity provided by this extension

is first made in writing to the **Insured** during the **Period of Insurance** and is notified to the **Underwriters** during the same **Period of Insurance** or within 30 days after the expiry of the same **Period of Insurance**; and

- (c) the **Insured** takes all reasonable precautions to comply with the Health and Safety Commission approved Code of Practice and Guidance entitled Legionnaires Disease The Control of Legionella Bacteria in Water Systems L82000 or any subsequent Health and Safety Commission publication; and
- (d) this extension will not apply to claims first made against the **Insured** by reason of **Injury** arising out of the release of legionella bacteria committed or alleged to have been committed prior to the Retroactive Date stated in the Schedule

The total amount payable by **Underwriters** in respect of damages under this extension shall not exceed the **Limit of Indemnity** stated in the Schedule in the aggregate during the **Period of Insurance** such **Limit of Indemnity** shall be inclusive of all costs and expenses

#### 14 **Vendors Liability**

At the request of the **Insured** the **Underwriter** will indemnify the entity to whom the **Products** are first supplied/distributed to and no other entity (the "Vendor") but only with respect to legal liability for **Injury** or **Property Damage** arising out of the sale or distribution of **Products** but this Extension shall not apply to liability arising from or to:

- (a) any express warranty unauthorised by the **Insured**;
- (b) any physical or chemical change in the form of the **Product** made intentionally by the Vendor;
- (c) repacking unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the **Insured** and then repacked in the original container;
- (d) demonstration, installation, servicing or repair operations except demonstration performed at the Vendor's premises in connection with the sale of the **Product**;
- (e) **Products** which after distribution or sale by the **Insured** have been labelled or re-labelled or used as a container part or ingredient of any other thing or substance by or for the Vendor; or



- (f) any person or organisation from whom the **Insured** has acquired such **Products** or ingredient, parts or containers accompanying or containing such **Products**.

If the Vendor has not complied with the terms of this **Policy** as if the Vendor were the **Insured**, then the **Underwriters** can refuse to pay the relevant claim.

## 15 Advertising Liability

The **Underwriters** will indemnify the **Insured** in respect of unintended and unexpected:

- (a) libel, slander, plagiarism or defamation;
- (b) infringement of copyright, title, slogan or other intellectual property rights;
- (c) piracy, unfair competition or idea misappropriation under an implied contract; and/or
- (d) any invasion of the rights of privacy

committed or alleged to have been committed in any publication, advertisement, publicity, article, internet web site activity, broadcast or telecast arising from the **Insured's** advertising activities of the **Insured's Products**, goods or services, but the **Underwriter** will not be liable for:

- (i) the failure of performance of a contract other than unauthorised appropriation of ideas based upon breach or alleged breach of the contract;
- (ii) infringement of trademark, service mark or trade name other than titles or slogans used in connection with goods, **Products** or services sold offered for sale or advertised by the **Insured**;
- (iii) incorrect description or mistake in the advertised price of goods, **Products** or services sold or offered for sale by the **Insured**;
- (iv) the failure of goods, **Products** or services to conform with advertised quality performance or standards; and/or
- (v) actions or judgements brought in the United States of America or made or incurred within countries which operate under the laws of the United States of America (or to any order made anywhere in the world to enforce such judgment, award, payment, costs and expenses or settlement either in whole or in part)

## 16 Excess Automobile Liability

Notwithstanding Exclusion 1 to Section 1 of this Policy, the **Underwriter** will indemnify the **Insured** and no other party or parties in the terms of this **Policy**, in respect of liability arising out of the ownership, possession or use by or on behalf of the **Insured** of any motor vehicle in connection with the **Business**. This coverage only operates in excess of the amount payable under a primary motor insurance policy.

Provided that

- (a) valid and collectable primary motor insurance policies are maintained in force, during the **Period of Insurance**, in respect of all such vehicles whilst being used in circumstances where the **Insured** is obliged to arrange insurance or security by law;
- (b) the limit of indemnity under such primary motor insurance policies shall be not less than
  - (i) USD5,000,000 any one Occurrence in the United States of America and its territories and possessions or Canada and
  - (ii) GBP500,000 any one Occurrence in all other territories or compulsory limits required by local law, if greater;
- (c) the **Insured** shall not be liable for **Property Damage** to such vehicle or its contents;
- (d) the indemnity afforded by this Extension shall be limited to the scope of cover granted by the local policy subject to sub paragraph (c) above and shall not apply
  - (i) to any **Deductible** applicable thereto and
  - (ii) unless and until the insurers of the local policy have paid or have been held liable to pay the full amount of their limit of indemnity.

## 17 Joint Ventures

This Policy extends to indemnify the **Insured** in respect of their interest in any Joint Venture.

Provided that

- (a) such Joint Venture has a main business description similar to that of the **Insured**
- (b) the **Insured** shall notify the **Underwriters** in writing as soon as practicable of such Joint Venture and the **Underwriters** shall have the right to accept or

deny cover at the time of such notification and to establish a separate rate and premium for any such cover

- (c) 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**
- (d) the liability of the **Underwriters** in respect of any claim under this **Policy** shall be limited to the product of
  - (i) the amount of such claim; and
  - (ii) the percentage interest of the **Insured** in such Joint Venture subject to the **Limits of Indemnity**

Where the 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.

## 18 Sudden and Accidental Pollution

Notwithstanding the provisions of Exclusion 9 – Pollution to GENERAL EXCLUSIONS the **Underwriter** will indemnify the **Insured** against liability in respect of both **Injury** to any person and **Property Damage** caused solely by a **Pollution Incident**.

Provided that:

- (a) all **Pollution**, which arises out of any one incident, shall be deemed to have occurred at the time such incident takes place; and

- (b) the **Underwriter** shall not indemnify the **Insured** under this extension against any liability in respect of pollution happening anywhere in United States of America or Canada or any territory within their jurisdictions.

In addition the **Underwriter** will indemnify the **Insured** against liability for remediation costs.

However, the indemnity provided for remediation costs shall not:

- (a) include remediation costs in or on any site, watercourse or body of water owned, leased or rented by the **Insured**; or
- (b) include the cost of reinstatement or reintroduction of flora or fauna; or
- (c) override any provisos already applying to this extension; or
- (d) cover the costs incurred by the **Insured** or for which they become legally liable to pay, in order to curtail or minimise **Pollution** once it has occurred, except that this extension shall indemnify the **Insured** in respect of which the **Insured** is legally liable in accordance with the requirements of the Environmental Damage (Prevention and Remediation) Regulations 2009 or any superseding or replacing legislation or regulation.

The limit under this Extension 18 is the limit stated in the Schedule but shall be in the aggregate during any **Period of Insurance** and nothing in this extension shall increase the liability of the **Underwriter** to pay any amount in excess of this limit.

## 19 Abuse Extension

The insurance provided by this Extension is on a claims made basis with all costs and expenses of the claimant and the costs and expenses (incurred with the **Underwriter's** written consent) of the **Insured** included within the **Limit of Indemnity**.

The **Underwriter** will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this **Policy** indemnify the **Insured** up to the **Limit of**

**Indemnity** stated in the Schedule in respect of any claim for **Abuse** first intimated to or made against the **Insured**

- (a) during the **Period of Insurance**; and
- (b) which concerns **Abuse** happening after and not before the Retroactive Date stated in the Schedule

**EXCLUSIONS APPLICABLE TO THIS EXTENSION**

- (i) no cover is provided if the **Insured** has perpetrated or instigated or connived at the **Abuse** which is the subject of the claim
- (ii) the indemnity provided under this Extension excludes any and all claims against the **Insured** where the perpetrator of the **Abuse** was an **Employee** whom the **Insured** knew or ought upon reasonable enquiry to have known had committed or been cautioned for or been convicted of **Abuse**

The **Limit of Indemnity** under this Extension is the maximum aggregate amount the **Underwriter** will pay in respect of any one claim or all claims for indemnity under this Extension during any one **Period of Insurance** and this amount shall not be increased because more than one claim is made against the **Insured** or more than one **Insured** is covered by this Extension

For the purposes of this Extension

- (1) all claims in respect of **Abuse** perpetrated by one person shall be deemed to have been made in the **Period of Insurance** in which the first claim was made in respect of that person
- (2) all claims made by an individual or groups of individuals together in respect of any incident(s) of **Abuse** which may have taken place after the Retroactive Date shall be regarded as a single claim which will be deemed to have been made in the **Period of Insurance** in which the first claim was made by such individual or groups of individuals

**The following are conditions of the insurance that the Insured needs to meet as their part of this contract. If they do not meet this condition and that either causes a claim or contributes to a claim, the Underwriter may reject that claim or payment in respect of that claim could be reduced. In some circumstances this policy may not be valid.**

It is a condition that the **Insured** complies with all statutory and regulatory requirements in force from time to time relating to the employment of persons working with children both at the commencement of employment and thereafter as currently

embodied in the Children's Act 1989, the Protection of Children Act 1999 the Children (Protection from Offenders)(Miscellaneous Amendments) Regulations 1997 and the Children(Protection from Offenders)(Amendment) Regulations 1999 and any amending or subsequent legislation.

## 20 Professional Indemnity

The insurance provided by this Extension is on a claims made basis with all costs and expenses of the claimant and the costs and expenses (incurred with the **Underwriter's** written consent) of the **Insured** included within the **Limit of Indemnity**

The **Underwriter** will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this **Policy** indemnify the **Insured** up to the **Limit of Indemnity** stated in the Schedule in respect of any claim for

(a) breach of professional duty by reason of any neglect error or omission occurring or committed in good faith by

- (i) the **Insured**
- (ii) any **Employee**

(b) Costs

The **Underwriters** will pay all other costs and expenses which are incurred by the **Underwriters** or by the **Insured** with the **Underwriters'** written consent in connection with any claim made against the **Insured** and notified under this Extension which shall be deemed to be included within the **limit of indemnity**

which is made during the **Period of Insurance** and arises from a breach of professional duty happening after and not before the Retroactive Date stated in the Schedule.

## Exclusions

The **Underwriters** shall not be liable in respect of

- (1) the **Deductible** as stated in the Schedule
- (2) any liability arising out of **Injury** to an **Employee** arising out of and in the course of his employment for or on behalf of the **Insured**
- (3) any liability arising out of **Injury** to any other person or **Property Damage** unless arising out of advice design specification or omission to perform a professional duty
- (4) any claim arising from the provision of advice design or specification where the **Insured** contracts to
  - (A) manufacture construct erect or install or
  - (B) supply materials or equipment
- (5) any claim arising from an agreement by the **Insured** to pay penalties or liquidated damages in so far as liability under each agreement exceeds the amount of the **Insured's** liability in the absence of such agreement
- (6) any claim arising from any breach of any obligation owed by the **Insured** as employer to any **Employee** or former employee
- (7) the consequence of any circumstance
  - (A) notified under any policy which was in force prior to the inception of this insurance or
  - (B) known to the **Insured** at the inception of this insurance which might reasonably be expected to produce a claim
- (8)
  - (A) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from
    - (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (B) loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

- (9) (A) any claim made or action instituted against the **Insured** outside the United Kingdom of Great Britain and Northern Ireland or the Isle of Man the Channel Islands or any country of the European Union
- (B) the enforcement upholding or registration against the **Insured** by any arbitrator tribunal or court outside the United States of America its Territories and Possessions or Canada of any damages or other monetary awards judgements or negotiated settlements claimant's costs and expenses and other costs and expenses connected with the **Insured** before any arbitrator tribunal or court of the United States of America its Territories and Possessions or Canada
- (10) any claim arising out of or in connection with any trading losses or trading liabilities incurred by any business managed by or carried on by the **Insured**
- (11) any claim based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind
- (12) any claim in regard of Medical Malpractice

Additional Coverage under this Extension

**Defence Costs/Inquiry Costs**

This Professional Indemnity Extension shall apply in respect of costs incurred by the **Insured** (with the **Underwriter's** written consent) for legal representation at a Public Enquiry or Royal Commission in the United Kingdom or Ireland provided that the **Limit of Indemnity** in respect of this Extension is GBP250,000 any one claim and in the aggregate during the **Period of Insurance**.

**Awards by Ombudsman**

The **Underwriters** will indemnify the **Insured** in accordance with any final and binding award of any ombudsman under any recognised scheme up to a maximum of GBP100,000 in the aggregate during the **Period of Insurance** in respect of:

- (a) any amount paid or payable pursuant to such final binding award or
- (b) any costs and expenses incurred in taking any steps which the **Insured** is directed to take by the ombudsman in relation to a claimant provided that the Claim giving rise to the award of the ombudsman was first made against the **Insured** and notified to the **Underwriter** during the **Period of Insurance** and arose in connection with the conduct of the **Business**.



### **Loss or damage to documents**

The **Underwriter** will in the event of loss of or damage to Documents occurring in the conduct of the **Business** and advised to the **Underwriter** during the **Period of Insurance** indemnify the **Insured** in respect of all costs and expenses reasonably incurred by the **Insured** in replacing or restoring Documents up to a maximum of GBP250,000 any once claim and GBP500,000 in aggregate during the **Period of Insurance**

Provided that:

- (a) such loss or damage is sustained while the Documents are either in transit or in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them
- (b) where the Documents are in electronic format and the **Insured** can demonstrate to the reasonable satisfaction of the **Underwriter** that the **Insured** had in place sufficient and proper procedures for the security and the daily back-up of Documents
- (c) the **Underwriter** shall not be liable for loss of or damage to Documents arising directly or indirectly from:
  - (1) the transmission or impact of any **Virus or similar mechanism**
  - (2) unauthorised access to a system

### **Dishonesty of employees**

The liability of the **Underwriters** shall not exceed GBP1,000,000 in aggregate during the **Period of Insurance** in respect of any claim arising out of dishonesty of **employees** or breach of confidentiality

For the purposes of this Extension the following Definitions shall apply

- 1 Deductible  
the amount for which the **Insured** is responsible in respect of any one claim made against the **Insured** for damages and all costs and expenses  
All claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim
- 2 Agent  
any person or firm including sub-consultants directly appointed by the **Insured** to act on their behalf

The **Underwriter** will subject otherwise to the terms Conditions Extensions Exclusions and Endorsements contained in this **Policy** extend the indemnity provided to the **Insured** by Section 3 of the Policy subject to the **Deductible** and up to a **Limit of Indemnity** as stated in the Schedule for all sums that the **Insured** shall become legally liable to pay for damages in respect of **Injury** occurring within the **Territorial Limits** in connection with the **Business** and caused by a **Medical Practitioners** breach of professional duty by reason of any negligent act or omission or **Good Samaritan Act**

## 22 Data Protection Regulation

*This Extension operates on a claims-made basis.*

Subject to the exclusions, conditions and definitions of this **Policy**, **Underwriters** will indemnify the **Insured**, and at the **Insured's** request, any of their directors, partners or **Employees**, against legal liability to pay compensation and costs and expenses in respect of claims first made against the **Insured** during the **Period of Insurance** and arising in the course of the **Business** for:

- (a) damage or distress as described in Section 13 of the Data Protection Act 1998; or
- (b) damage or distress as described in Sections 168 and 169 of the Data Protection Act 2018; or
- (c) material or non-material damage as described in Article 82 of the **GDPR**.

### **Limit of indemnity**

The liability of the **Underwriter** for all amounts payable under Extension 22 relating to any claimant or number of claimants in respect of an **Occurrence** shall not exceed the **Limit of Indemnity** stated in the Schedule

### **Exclusions**

The **Underwriter** will not indemnify the **Insured** in respect of:

- (1) the costs of replacing, reinstating, rectifying or erasing any data.
- (2) liability arising from or caused by a deliberate wrongful act or deliberate wrongful omission of any person eligible for an indemnity under this General Extension.
- (3) liability arising from or caused by any act or omission which of which the **Insured** were aware, or upon reasonable enquiry should have been aware, before the start of this General Extension.
- (4) the costs and expenses of legal representation:

- (a) in the defence of any criminal proceedings brought against the **Insured**;
- (b) in an appeal against conviction resulting from a prosecution; arising out of any actual or alleged breach of data protection legislation or regulation.

#### Conditions

The **Insured** must comply with the following conditions. If the **Insured** fails to do so, the **Underwriter** may not pay a claim, or any payment may be reduced.

The **Insured** must:

- (1) give notice in writing to the **Underwriter** as soon as reasonably practicable and in any event within the **Period of Insurance** or 30 days of the expiry date of the **Period of Insurance** of any circumstance arising during the **Period of Insurance** which may give rise to a claim under this General Extension. Any claims arising out of circumstances notified in accordance with this condition 1 shall be deemed to have been first made against the **Insured** during the **Period of Insurance**.
- (2) comply with the Claims Conditions Section of this policy.

## 23 Prosecution Defence Costs

### Definitions

#### Applicable Legislation

- Health and Safety at Work etc Act 1974 or similar legislation in Great Britain Northern Ireland the Isle of Man or the Channel Islands;
- Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in Great Britain Northern Ireland the Isle of Man or the Channel Islands;
- Health and Safety Inquiries (Procedure) Regulations 1975 or similar legislation in Great Britain Northern Ireland the Isle of Man or the Channel Islands;
- Working Conditions Act (Arbowet), the Working Conditions Decree (Arbobesluit) or the Working Conditions Regulations (Arboregeling) in the Netherlands;
- The Commodities Act (The Netherlands)
- Safety, Health and Welfare at Work Act 2005 or similar legislation in the Republic of Ireland;
- The Consumer Protection Act 2007 in the Republic of Ireland.
- Legislative Decree No. 81 of 9 April 2008 (Safety Law) (Italy)
- Manslaughter charges brought under the Italian Code of Criminal Procedure (Italy)
- Italian Consumer Code
- § 222 StGB *fahrlässige Tötung* (negligent homicide or manslaughter) Germany.
- Consumer Protection directives of the European Union as provided for by the *Verbraucherschutzminister* Germany.
- Safety at Work Act and other health and safety in the workplace legislation governed by the GDA, Germany
- Prevention of Workplace Risks Law, Spain
- Homicide, according to the Spanish Criminal Code 1995.

**Insured** Is limited to the **Insured** stated in the schedule.

The **Underwriter** will indemnify the **Insured** against:

- (a) legal costs and expenses incurred with the **Underwriters** written consent;
  - (i) in the defence of any criminal proceedings brought against the **Insured** in respect of an alleged offence under or breach of any Applicable Legislation;
  - (ii) in an appeal against a conviction arising from the above criminal proceedings;

provided that the offence or breach was, or is alleged to have been, committed within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**;

- (b) any prosecution costs awarded against the **Insured** arising from those proceedings stated in paragraph (a) above;
- (c) costs and expenses, incurred with the **Underwriters** written consent, of the **Insured's** legal representation at an inquiry or inquest provided that:
  - (i) the inquiry or inquest is ordered under any **Applicable Legislation**;  
and
  - (ii) the incident giving rise to the inquiry or inquest occurred within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**.

Each of these proceedings or inquiry or inquest must result from any matter which is the subject of indemnity under a Section of this **Policy** that is stated to be applicable or covered in the schedule.

For the purpose of this Extension:

The **Underwriters** total liability will not exceed GBP1,000,000 in total for legal costs and expenses incurred with the **Underwriters** written consent inclusive of prosecution costs awarded against the **Insured** all of which is payable in addition to the **limit(s) of indemnity** specified in the schedule, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **Period of Insurance**.

Amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where the **Underwriter** have a financial interest in the outcome of the proceedings.

#### Conditions

- (1) The **Underwriter** will refer claims under this Extension to one of their panel of expert legal advisors, but the **Insured** can appoint their own legal representative should they wish.
- (2) If the **Insured** elects to appoint their own legal representative the indemnity under this Extension will be payable for their services on the basis of the **Underwriters** standard terms of appointment for legal representation or other reasonable terms of appointment to which the **Underwriter** agrees, such agreement not to be unreasonably withheld.

- (3) The **Underwriters** are entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry which is the subject of a claim under this Extension and the **Insured** is considered to have provided consent for the **Underwriter** or their appointed agent to have sight of the file for auditing, quality and cost control purposes.
- (4) At any time the **Underwriter** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then the **Underwriter** will advise the **Insured** of that opinion. Should the **Insured** elect to continue with a "not guilty" plea then;
- (A) The **Underwriter** will withdraw their support for the defence and be under no further obligation to indemnify the **Insured** against any costs incurred from the date of the **Insured's** refusal to accept that opinion; unless
- (B) The **Insured** obtain an independent barrister's opinion at their own expense which contradicts the opinion that the **Underwriter** have obtained; in which case
- (C) The **Underwriter** will ask an independent arbitrator to give a final opinion, at **our** expense, as to the prospects of success in defending the prosecution.

If the opinion of the independent arbitrator agrees with the **Insured's** Barrister's opinion then the **Underwriter** will continue to support the **Insured's** defence, but if it does not the **Underwriter** will withdraw their support for the **Insured's** defence and be under no further obligation to indemnify the **Insured** against any costs incurred from the date of the independent arbitrator's final opinion.

This does not affect the **Insured's** rights under the Arbitration Claims Condition.

In the event that the **Insured** is dissatisfied with service provided by the appointed legal representative:

- (i) during the proceedings the **Insured** should raise this with them in the first instance. If the **Insured** remain dissatisfied and they;

- (a) are a member of the **Underwriters** panel the **Insured** can complain to the **Underwriter** by following the complaints procedure;
- (b) were the **Insured's** own appointment the **Insured** could elect to replace them, but they must understand that;
  - this could prolong the court case;
  - whilst the consequences could be to **your** advantage they might be to **your** disadvantage;
  - this is likely to incur increased costs for which the **Underwriter** would only indemnify the **Insured** if they have made the **Underwriter** aware of their dissatisfaction and if the **Underwriter** has given their written consent to replacement before it happens.

Nothing in this sub-paragraph 4.i) b) removes or diminishes any other provision of this Extension.

- ii) after the proceedings have been concluded and a verdict handed down and they;
  - (a) are a member of the **Underwriters** panel the **Insured** may complain to the **Underwriter** by following the complaints procedure under the Important Information section;
  - (b) were the **Insured's** own appointment the **Insured** can complain to them and if the **Insured** remain dissatisfied you can refer your complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email [contactcentre@sra.org.uk](mailto:contactcentre@sra.org.uk).

## Exclusions

The **Underwriter** will not indemnify the **Insured**:

- (i) against liability for fines or penalties of any kind;
- (ii) against liability, or for costs and expenses in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an indemnity under this Extension if the result could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of that act or omission;

- iii) against liability for costs and expenses in defending a prosecution where indemnity is provided by any other insurance.

## 24 Residual and Excess Employers Liability

Notwithstanding the Insuring Agreement under Section 1 of the Policy, the Underwriter will indemnify the Insured in respect of accidental bodily injury, sustained by any Employee during the Period of Insurance and arising out of and in the course of their employment by the Insured in the Business

Provided that:

- (a) valid and collectable primary policies are maintained in force during the Period of Insurance in respect of all Employees where the Insured is obliged to arrange insurance or security by law

- (b) the liability of the Underwriter shall be the difference between

USD5,000,000 any one Occurrence in the United States of America and its territories and possessions or Canada or

- (ii) EUR1,201,000 any one Occurrence in Spain

- (iii) EUR500,000 any one claimant and  
EUR 2,500,000 any one Occurrence in Italy

- (iv) EUR nil in Netherlands

- (v) EUR nil in Germany

- (vi) EUR500,000 any one Occurrence in all other territories or such compulsory limits required by local law;

and the Limit of Indemnity stated in the Schedule in respect of Section 1

- (c) where a local policy is in place the indemnity afforded by this Extension shall be limited to the scope of cover granted by the local policy and shall not apply

- (i) to any deductible applicable thereto

- (ii) unless and until the insurers of the local policy have paid or have been held liable to pay the full amount of their limit of liability

- (d) this Extension will not apply in respect of claims for such bodily injury as is capable of being insured under any local Employers' Liability Policy or Workmen's Compensation Policy or Scheme or other social insurance unless they arise out of the exercise of subrogation rights against the Insured by any State Social Security or similar scheme



- (e) the Underwriter shall be under no liability under this extension in respect of bodily injury to any Employee arising out of and in the course of employment whilst engaged in Offshore Work

The liability of the Underwriter for all amounts payable under this extension, relating to any claimant or number of claimants in respect of an Occurrence, shall not exceed the amount of the Limit of Indemnity as stated in Section 1 in the Schedule.

## **25 Resident Medical Officers**

It is noted and agreed that from the effective date stated above that this policy will provide indemnity to Resident Medical Officers providing services to the Insured in Ireland and Italy, subject to the Resident Medical Officer being declared to and agreed by us prior to us providing coverage under the policy.

The Exclusion of Medical Practitioners in Coverage Section 3 – Medical Malpractice shall not apply in respect of those Resident Medical Officers who have been declared to and agreed by us.

All other terms, conditions, limits and exclusions of the policy continue to apply unaltered.

## General conditions

### Key information

The following conditions and provisions are applicable to the whole **policy**. There are additional general conditions and provisions in each **section**.

If **you** fail to comply with these conditions **we** may not pay **your policy claim**, or any payment could be reduced.

## 12 Information disclosed

When taking out this policy, you are under a duty to make a fair presentation of the risk. This means that:

- (3) you must disclose to us all material information which you know or ought to know;
- (4) every material representation on a matter of fact must be substantially correct; and
- (5) every material representation on a matter of expectation or belief must be made in good faith.

Information, a circumstance or a representation is 'material' where it would influence the judgment of a prudent insurer in deciding whether to provide insurance and, if so, on what terms. If you deliberately or recklessly breach your duty to make a fair presentation, we will treat the policy as if it had never existed and refuse all policy claims. We will not return any premium paid by you.

If you fail to comply with this duty but your failure is neither deliberate nor reckless, we may decide that:

- (f) the policy is cancelled and any premium paid, returned to you;
- (7) a policy claim is refused;
- (8) a policy claim is proportionately reduced; or
- (9) you are charged additional premium

### 13 Reasonable precautions

You must take all reasonable precautions to:

- (j) prevent and minimise loss or damage of any kind (including, without limitation, the risk of claims, injury and property damage);
- (11) maintain all property in good repair; and
- (12) comply with all legal and regulatory obligations.

### 14 Surveying

We shall be entitled to conduct a survey of your premises, operations and health and safety documentation and procedures at any time, and without prior notice where deemed necessary or advisable. In all other circumstances we will use reasonable endeavours to give you notice of any intended survey.

You shall provide us with such co-operation and assistance as may be required, including but not limited to access to:

- (13) any place of business;
- (14) Employees; and
- (15) books, records and other documentation.

We shall notify you of the findings of the survey. If there are adverse finding(s) which are reasonably capable of being remedied, you shall use all reasonable endeavours to implement remedial action as required by us within a timeframe specified by us. We shall continue to provide cover under the policy whilst remedial actions are being implemented.

IF:

- (p) you fail to implement the required remedial action within the specified timeframe; or
  - (17) the adverse finding is incapable of being remedied:
- then subject to the provisions in this policy on cancellation, we shall have the right to cancel this policy.

### 15 Auditing

We may examine and audit your books and records at any time during any period of insurance and for three years after the termination of this policy but only in so far as they relate to the subject matter of this policy. A failure by you to allow us to examine and audit your books and records will mean that we may refuse to pay relevant policy claims.

### 16 Limits of indemnity

Where you comprise of more than one party, we will indemnify each party as though a separate policy had been issued to each of them PROVIDED THAT (except where specified elsewhere in the policy) the total amount of indemnity under this policy shall not exceed the limits of indemnity stated in the schedule. Therefore, a policy claim by one party will reduce the applicable limits of indemnity for all of them.

It is your responsibility to ensure that any party covered by this policy agrees to observe, fulfil and comply with the terms and conditions of this policy as far as possible.

A policy claim by a party other than you shall prohibit the same policy claim being made by you or vice versa. The total amount of indemnity under this policy shall not exceed the limits of indemnity specified in the schedule (except where specified elsewhere in the policy). All policy claims will reduce the limits of indemnity regardless of who brings them.

## **17 Alteration of risk**

This policy applies automatically to all of your activities established, created, acquired or disposed of (including premises) during the period of insurance. You must notify us within thirty (30) calendar days of any alterations that change either the nature of the business or any material information already provided.

Where an alteration represents a change to either the business or any material information already provided, we reserve the right to choose whether or not to continue covering you at the time of notification and to establish a separate premium and, if appropriate, terms to provide cover for any such change.

If you do not notify us of alterations as required by this clause, cover in respect of such alterations shall automatically expire at the conclusion of the 30 day notification period.

## **18 Premium payment**

In the absence of a written agreement to the contrary, we can treat the policy as if it had never existed if we do not receive full payment of premium within sixty (60) calendar days of the start of the policy.

## **19 Premium adjustment**

The premium will be calculated by us from information provided by you before the start of the policy. If an adjustment of premium is specified in the schedule, within 3 months of the end of the period of insurance you will provide us with such actual, accurate and complete information as we reasonably require. We will then recalculate the premium and on sending notice to you:

- (r) Premium may be returned to you; or
- (19) any additional premium will become due and payable to us within thirty (30) days of the date notice is sent to you.

## **20 Currency Conversion**

Premiums and losses payable under this Policy will be in Great British Pounds (GBP) except that

- (a) where legally permissible loss payments may be made in local currency for an amount equal to the corresponding amount in Great British Pounds (GBP) at the official rate of exchange published by the Financial Times London at the date of the settlement
- (b) the date of settlement of the loss shall be the date on which the payment is made to the claimant or their representatives or any other party as applicable

## **21 Language Declaration Clause**

The Insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The Insured confirms they understand such contract and agree to be bound by its terms and conditions.

# Claims conditions

## Key information

The following conditions and procedures are applicable to **you** in respect of the whole **policy**, except where expressly stated otherwise.

If **you** fail to comply with these **claims** conditions **we** may not pay **your policy claim**, or any payment could be reduced.

## 1 Action by the Insured

The Insured shall give written notice to the Underwriter as soon as reasonably practicable with full particulars of any claim or circumstances which may give rise to a claim under this Policy regardless of any Deductible that may apply.

For the purposes of Section 3 any claim subsequently made against the Insured arising out of such circumstances as notified in writing to the Underwriter during the Period of Insurance shall be deemed to have been first made during the Period of Insurance.

Every letter, claim, writ, summons and process in connection with such circumstances shall be forwarded to the Underwriter immediately on receipt.

Written notice shall also be given by the Insured to the Underwriter immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy.

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the prior written consent of the Underwriter who shall be entitled to take over and conduct in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

The Insured shall give all assistance as the Underwriter may reasonably require.

## 2 Arbitration

If Underwriters agree to pay the Insured's claim and the Insured disagrees with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Whether the Underwriter or the Insured bear the costs of the arbitration, or these are shared by Underwriters and the Insured will be determined at the discretion of the arbitrator. Alternatively, depending on the size of the Insured's Business, the Insured may be able to refer their case to the Financial Ombudsman Service (FOS). In either case, this will not affect the Insured's right to take action against the Underwriter over the disagreement.

### **3 Notice of adjudication**

The Insured shall also upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof to the Underwriter.

A Notice of Adjudication means any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication

### **4 Payments under this policy**

The Underwriter may at any time make a payment to or on behalf of the Insured of the maximum sum payable under the Policy in respect of any one Occurrence and in the case of Pollution any one incident or in either case the balance thereof should any payments have already been made in respect of claims arising out of the same Occurrence or in the case of Pollution in respect of the same incident or by the payment of the balance of the maximum sum payable under the Policy in any one Period of Insurance should the same be less than either of the aforesaid amounts by reason of payments made in connection with any previous claims and in respect of claims occurring in the United States of America or its territories or its protectorates or Canada together with the amount of any legal costs incurred prior to the time of such payments or any less amount for which at the absolute discretion of the Underwriter the claim arising out of such Occurrence or in the case of Pollution such incident can be settled. The Underwriter will then have no further liability arising out of or in connection with such Occurrences or incidents.

If the sum payable in respect of any claim or claims occurring in connection with or arising out of any one Occurrence or in the case of Pollution or Products any one or all such incidents in the Period of Insurance exceeds the sum payable under the Policy the Insured shall pay the Deductible and where costs and expenses specified in clause 2 of Sections 1 2 and Extension 2 are in addition to the Limit of Indemnity as stated in the Schedule the Insured shall also pay such proportion of the legal costs payable to any claimants and or incurred in the defence of any claim or claims in respect of such Occurrences or incidents as such excess bears to the total sum payable in respect of such Occurrence or incidents

## **5 Subrogation and Waiver of Rights**

Where indemnity is provided under this Policy, the Insured shall, at the request and expense of the Underwriter, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Underwriter. In the event of a claim arising under this Policy, the Underwriter agrees to waive any rights remedies or relief to which it might become entitled by subrogation against:

- (a) a company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Insured, as defined in the Companies Act or Companies (Northern Ireland) Order as appropriate, current at the time of such claim; or
- (b) any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary within the meaning of the Companies Act or Companies (Northern Ireland) Order as appropriate, current at the time of such claim.

## **ENDORSEMENTS**

### **SANCTIONS LIMITATION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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.

LMA3100A

5 October 202



## DUAL STAMP ENDORSEMENT

### Insurer and/or Underwriters

The Insurer and/or Underwriters and all references to Insurer and/or Underwriters shall be interpreted in the following way:

For coverage provided under Section 1 and the Reinsurance provisions hereunder for natural persons, legal entities or assets that are insured anywhere in the world (other than the **EEA**) any references to the Insurer and/or Underwriters shall mean: Everest Syndicate 2786 at Lloyd's of London.

For coverage provided under Section 2 for natural persons, legal entities or assets that are insured within the **EEA** any references to the Insurer and/or Underwriters shall mean: Lloyd's Insurance Company Brussels (Everest 5363).

### Insurer interlocking clause

The limit of liability and any sublimit(s) as specified in this Policy are the maximum amounts payable under this Policy, despite the fact that there is more than one insurer providing cover under this Policy. The limit of liability and any sublimit(s) will be eroded by payments made by either insurer.

### Shared excess clause

The fact that there is more than one insurer providing cover under this Policy does not increase or alter the obligations of the insured in relation to the applicable retention or excess as stated in the Policy.

### Section 1: Anywhere in the world (excluding **EEA**) coverage conditions including the Reinsurance provisions hereunder

For cover provided by Everest Syndicate 2786 at Lloyd's of London the following conditions apply:

#### **Service of Suit and Jurisdiction**

It is agreed that this Insurance shall be governed exclusively by the law and practice of England and Wales, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in England and Wales .

Everest Syndicate 2786 at Lloyd's of London hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of:

Everest Service Company (UK), Ltd  
40 Lime Street  
London EC3M 5BS

#### **Complaints:**

Every effort is made to ensure that a high standard of service is provided. However, if the insured is not satisfied with the service it has received or it has any questions or concerns about this policy the insured should, in the first instance, contact:

The Complaints Manager  
Everest Syndicate 2786  
40 Lime Street

London EC3M 5BS

All correspondence should be addressed to Everest Complaints

Or by telephone – +44 20 7450 4282

Or by e-mail – [complaints2786@everestre.com](mailto:complaints2786@everestre.com)

In the event that the insured remains dissatisfied the complaint can be escalated to:

Complaints

Lloyd's

One Lime Street

London EC3M 7HA

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Telephone: 020 7327 5693

Fax: 020 7327 5225

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Ultimately, if the insured is dissatisfied with Lloyd's final response, the insured may, if eligible, refer the complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the U.K. for settling disputes between consumers and businesses providing financial services.

The FOS's contact details are as follows:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone: 0300 123 9 123

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### Section 2: EEA and Monaco coverage conditions

For cover provided by Lloyd's Insurance Company Brussels (Everest 5363) the following conditions apply:

#### **Service of Suit and Jurisdiction**

It is agreed that this Insurance shall be governed exclusively by the law and practice of England and Wales, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in England and Wales.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of

Lloyd's Brussels

Bastion Tower – Floor 14

5 place du Champ de Mars / 5 Marsveldplein

1050 Bruxelles / Brussels

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

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit and Jurisdiction Clause 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:**

Any complaint should be addressed to:

Service Manager  
Operations Team  
Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium  
Tel: +32 (0)2 227 39 39  
E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Your complaint will be acknowledged, in writing, promptly.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being received, you may be eligible to refer your complaint to the Insurance Ombudsman in Belgium. The contact details are as follows:

Insurance Ombudsman  
de Meeussquare 35  
1000 Brussels  
Belgium

Tel: +32 (2) 547 58 71  
Fax: +32 (2) 547 59 75  
E-mail: [info@ombudsman.as](mailto:info@ombudsman.as)  
Website: <http://www.ombudsman.as/fr>

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.

### Definitions

**EEA** means those countries and jurisdictions located within the European Economic Area including Monaco. **EEA** does not include the United Kingdom.  
All other terms and conditions of the Policy remain unchanged.

## **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](mailto: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:

Aon, The Aon Centre, The Leadenhall Building, 122 Leadenhall St, EC3V 4AN

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](mailto:LloydsEurope.DataProtection@lloyds.com)

LBS0046D  
17/03/2023



### **CHANGE OF CLAIMS LEAD ENDORSEMENT**

This provision applies to any circumstance where a Lloyd's syndicate named as a Claims Agreement Party on this contract of (re)insurance cedes control of the agreement of claims arising under this contract of (re)insurance to a third party by Reinsurance To Close or Loss Portfolio Transfer arrangements.

In the above circumstance, the (re)insured shall have the right to require the third party controlling the agreement of a claim to relinquish its role as a Claims Agreement Party in favour of the next syndicate stated in the contract of (re)insurance, or other participating syndicate as agreed by the (re)insured and the remaining participating syndicates on the contract of (re)insurance.

This provision will not apply to delegation of claims to a third-party administrator, where the (re)insurer retains ultimate control of the agreement of claims.

LMA5326A  
13 November 2023

### **PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

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

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

It is agreed that (Re)Insurers 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 (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract 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.

LSW3001  
30/09/08



**EXTENDED REPORTING PERIOD CONDITIONS IN RESPECT OF ITALY ONLY**

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ CAREFULLY.

This endorsement modifies insurance provided under this policy in respect of Italy only.

**Extended Reporting Period**

We will provide the following Extended Reporting Period:

If the Assured cancels or does not renew this Policy, or if We cancel or non-renew it for any reason other than Non-payment of premium, and the Assured do not obtain any subsequent coverage on a claims made basis with a Retroactive Date as specified in the Schedule to this Policy then the Assured will have a 10 Year Extended Reporting Period from the date of cancellation or non-renewal of this Policy. We will advise the additional premium for the 10 Year Extended Reporting Period at the time the request to trigger is received.

All other terms and conditions remain unchanged.

### **JURISDICTION ENDORSEMENT**

Notwithstanding the terms contained within the Insuring Clause of this Policy, it is further understood and agreed that the Assured will only be defended or indemnified under this Policy for Claims made Worldwide excluding United States of America and Canada or their territories or protectorates.

LSW593(11/93) (amended)