

THE SCHEDULE

Certificate No:

Contract No: WNR-PHAR-07

Name and Address of the Assured:

Business:

Period of Insurance: From: To:
both days inclusive and for such further period(s) as may be mutually agreed upon

Notification of Claims to: (in accordance with Condition 1)

Pharmaceutical Claims
 Windsor Services Ltd
 2 America Square
 London
 EC3N 2LU

Limits of Indemnity:

Section I:	Not/Covered	Employers' Liability	£10,000,000	any one Event but £5,000,000 any one Event in respect of death bodily injury illness or disease to an Employee occurring Offshore
Section II:	Not/Covered	Liability to the Public	£	any one Event
Section III:	Not/Covered	Products Liability	£	any one Event and in the aggregate for all Events in the Period of Insurance
Section IV:	Not/Covered	Financial Loss	£	any one Event and in the aggregate for all Events in the Period of Insurance

Retroactive date (Non-North American Jurisdiction) Section III:

Retroactive date Section IV:

Excess (Non-North American Jurisdiction):

Section II:	Liability to the Public	£	in respect of Damage to Property and Bodily Injury
Section III:	Products Liability	£	in respect of Damage to Property and Bodily Injury
Section IV:	Financial Loss	%	each and every claim subject to a minimum of £ each and every claim

Geographical Limits:

- A.** Great Britain Northern Ireland the Isle of Man the Channel Islands and
- B.** Elsewhere in the World in respect of

Sections I & II: Commercial visits by directors or non-manual Employees normally resident in)
) the countries stated
) in A) above
 Section III & IV: Products supplied from)

North American Jurisdiction: Included/Not Included

Excess £ each and every claim including costs and expenses
 Retroactive Date

Pollution Endorsement: Included

Limit of Indemnity £ any one Event and in the aggregate for all Events
 in the Period of Insurance
 Excess £ each and every claim including costs and expenses
 Retroactive Date

Minimum & Deposit Premium: £ (Including £ Insurance Premium Tax) adjustable on expiry in
 accordance with Condition 7

Dated in London:

**Attaching to and forming part of Certificate No: 701/
In the Name of:**

SPECIAL TERMS AND CONDITIONS APPLYING TO THIS INSURANCE:

It is hereby understood and agreed that:

- (i) wherever the term "Policy" appears herein this is deemed to read "Certificate".
- (ii) Exclusion 5 to Section III of this Certificate is deleted and replaced by the following:

LIMITED INEFFICACY CLAUSE

The Indemnity provided by Section III excludes liability arising from the failure of any Product or any part thereof to fulfil the purpose for which it was designed or to perform in diagnosing preventing curing or alleviating any injury illness or disease unless such failure is due to an unintentional error in the manufacture assembly preparation or installation of the Product or any part thereof

Subject otherwise to the Terms Conditions Exclusions and Limitations of this Policy

WNRPHAR 2006

- (iii) **TRIA EXCLUSION**

In consideration of the Assured having declined to accept the terms being offered by the Underwriters in respect of coverage under the US Terrorism Risk Insurance Act of 2002 (TRIA) the Underwriters shall not provide any indemnity to the Assured in respect of the US Terrorism Risk Insurance Act of 2002 (TRIA)

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy

- (iv) **VENDORS EXTENSION 2001A**

It is agreed that solely in respect of Section III the *Indemnity To Others* provision of this Policy is amended to include any person or organisation (herein referred to as "Vendor") in accordance with details lodged with the Underwriters but only with respect to the distribution or sale in the regular course of the Vendor's business of the Assured's Products

Provided always that indemnity shall not apply to liability

1. assumed by the Vendor under a contract or agreement which would not have attached in the absence of the contract or agreement
2. arising under any express warranty or guarantee
3. arising out of any physical or chemical change in the Products made intentionally by the Vendor
4. arising out of repackaging of Products unless solely for the purpose of inspection demonstration testing or the substitution of parts under instructions from the Assured and then repackaged in the original container
5. arising out of any failure to make such inspections adjustments tests or servicing as the Vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the Products
6. arising out of demonstration installation service or repair operations other than such operations performed at the Vendor's premises in connection with the sale of the Products
7. from Products which have been labelled or re-labelled or used as a container part or ingredient or any other thing or substance by or for the Vendor

This extension does not provide an indemnity to any person or organisation from whom the Assured has obtained such Products or any ingredient part or container of such Products

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy

(v) SPECIFIC SUBSTANCES EXCLUSION 2005

It is hereby understood and agreed that the Underwriters shall not indemnify the Assured in respect of any liability arising from the following Products and/or substances and/or any Product containing such substances irrespective of the generic brand commercial chemical or trade name

- 1 Atrazin
- 2 Chromated Copper Arsenate (CCA)
- 3 Lead Paint
- 4 Methyl-Tert-Butyl-Ether (MTBE)
- 5 Octa-bromo-diphenyl-ether (OBDE)
- 6 Polybrominated-diphenyl-ether (PBDE)
- 7 Persistent Organic Pollutants (POPs) as defined in the Stockholm Convention:
 - a) Aldrin
 - b) Chlordane
 - c) Dichlorodiphenyltrichloroethane
 - d) Dieldrin
 - e) Dioxins
 - f) Endrin
 - g) Furans
 - h) Heptachlor
 - i) Hexachlorobenzene
 - j) Mirex
 - k) Polychlorinated biphenyls (PCB)
 - l) Toxaphen
- 8 Perflouro-octane-sulfonate (PFOS) as defined in the EPA SNUR (Significant New Use Rule) of March 22, 2004
- 9 Tri-butyl-tin (TBT)
- 10 Urea Formaldehyde

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy

(vi) FORK LIFT TRUCK CONDITION

It is a condition precedent to liability under this Policy that the use of fork lift trucks is subject to the following procedures

- 1 operatives must be at least 18 years of age
- 2 operatives must
 - a) complete a training course in the safe use of fork lift trucks through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive
 - b) complete a refresher course within 5 years of the initial training programmeand the Assured must retain appropriate documentation verifying completion thereof
- 3 whenever a fork lift truck is unattended
 - a) the ignition keys must be removed or
 - b) the vehicle otherwise immobilisedto prevent unauthorised use
- 4 the carriage of passengers or unauthorised use or application as a tool outwith the design capabilities of the vehicle is prohibited at all times
- 5 operatives must engage safety restraints whenever such restraints have been fitted to the vehicle

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy

(vii) PERSONAL PROTECTIVE EQUIPMENT (PPE) CONDITION

It is a condition precedent to Underwriters' liability under Section I of this Policy that

- 1 all employees are made aware of the dangers of not using personal protective equipment
- 2 personal protective equipment is provided
- 3 a register is maintained which demonstrates that employees have received appropriate training and are fully conversant with the way in which to access such personal protective equipment

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy

PHARMACEUTICAL AND ALLIED TRADES LIABILITY INSURANCE

INTERPRETATIONS

For the purposes of this Policy

1. EVENT shall mean one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause
2. EXCESS shall mean the total amount inclusive of claimants' costs fees and expenses as stated in the Schedule payable by the Assured or any other person entitled to receive indemnity excluding Defence Costs before the Underwriters shall be liable to make any payment
3. INJURY shall mean bodily injury and shall include death, disease and illness (including mental illness) wrongful arrest invasion of the right of privacy detention wrongful imprisonment or wrongful eviction of or to any person
4. DAMAGE shall mean loss of possession or control of or actual damage to material property
5. PRODUCT shall mean any property after it has left the custody or control of the Assured which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the Assured but shall not mean food and drink supplied by or on behalf of the Assured primarily to the Assured's employees as a staff benefit
6. BUSINESS shall include the provision and management of canteens social sports and welfare organisations for the benefit of the Assured's employees and first aid fire and ambulance services the maintenance of own premises and participation in exhibitions
7. CLINICAL TRIAL shall mean any Product undergoing tests or studied under controlled conditions undertaken by or on behalf of the Assured and where such Product falls within the provisions of the United Kingdom Medicines Act and/or United Kingdom Committees on Safety or the equivalent Local Legislation/Local Drugs Advisory Committees
8. DAMAGES shall mean monetary compensation capable of being awarded in civil proceedings but excluding aggravated and exemplary damages
9. EMPLOYEE shall mean any
 - (a) person under a contract of service or apprenticeship with the Assured)
 - (b) labour master and persons supplied by him) whilst working under
 - (c) persons employed by labour-only sub-contractors) the direction and
 - (d) self-employed person) control of the Assured
 - (e) person hired or borrowed from any public authority, company, firm or individual) in connection with the
 - (f) person under work experience training or study schemes) Business
10. VEHICLES shall mean mechanically propelled vehicles or trailers which are licensed for road use or for which compulsory insurance or security is required by law

This interpretation shall not apply to any

- (a) vehicle or trailer being used as a tool of trade
- (b) vehicle or trailer being used at the premises of the Assured
- (c) the loading or unloading of any vehicle or trailer or the bringing to or taking away of a load from such vehicle or trailer
- (d) vehicle or trailer temporarily in the Assured's custody or control for the purpose of parking

except where indemnity is provided by any motor insurance policy

No indemnity is provided by this Policy for liability for which compulsory insurance or security is required by law

OPERATIVE CLAUSE

The Underwriters will indemnify the Assured against their liability to pay Damages (including claimants' costs, fees and expenses) in accordance with the law of any country but not in respect of any judgment award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the World to enforce such judgment award or settlement either in whole or in part) nor in respect of legal costs fees and expenses pertaining thereto unless the Assured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction Extension Clause which forms part of this Policy if included

The indemnity applies only to such liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule subject always to the terms Conditions and Exclusions of such Section and to the Policy as a whole

DEFENCE COSTS

The Underwriters will also pay all costs fees and expenses incurred by the Assured with Underwriters' prior consent in the investigation defence or settlement of any claim under this Policy (hereinafter called "Defence Costs") other than in respect of any actions in the United States of America or Canada

Defence Costs include legal expenses

- 1 arising out of representation at any Coroner's Inquest or Fatal Accident inquiry
- 2 arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Business of the Assured in respect of matters which may form the subject of indemnity by this Policy (including with the Underwriters prior consent employees partners or directors of the Assured) provided that
 - a) Underwriters shall not be liable for any fines or penalties imposed as a consequence of such prosecution
 - b) Underwriters shall not be responsible for Defence Costs where at the Underwriters discretion they may require the opinion of counsel (whose appointment is at the Underwriters sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsels opinion is that there is no reasonable defence to the prosecution
 - c) Underwriters liabilities for Defence Costs in cases of breach or alleged breach of the United Kingdom Health & Safety at Work Act 1974 and such Regulations as are passed under or exist as a consequence of that Act (and/or any legislation of similar effect) are unless with the Underwriters prior consent otherwise limited to prosecutions under Section 33(1)(a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland the Isle of Man or the Channel Islands
 - d) Underwriters liabilities for Defence Costs in cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 will be limited to proceedings not consequent upon a deliberate act or omission

The indemnity so provided under paragraphs c) and d) shall be limited to the following amounts

- i) £10,000 in respect of any one Employee and
 - ii) £100,000 in the aggregate in respect of any one Period of Insurance
- 3 arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of Indemnity by this Policy

INDEMNITY TO OTHERS

At the request of the Assured the indemnity granted extends to

- 1 the personal representatives of the Assured in respect of liability incurred by the Assured
- 2 any director or Employee of the Assured in respect of liability arising in connection with the Business
- 3 the officers committees and members of the Assured's canteen social sports and welfare organisations and first aid fire and ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
- 4 any director and/or Employee of the Assured in their private capacity arising from work undertaken for them by Employees of the Assured

each of whom shall as though the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity if the claim had been made against the Assured

SECTION I – EMPLOYERS’ LIABILITY (Losses occurring basis)

INDEMNITY

The Assured is indemnified by this Section in accordance with the Operative Clause but only for death bodily injury illness or disease to an Employee where such death bodily injury illness or disease arises out of the Business and is caused during the Period of Insurance specified in the Schedule

LIMITS OF INDEMNITY

Underwriters’ liability to pay Damages (including claimants’ costs fees and expenses) in respect of any one Event shall not exceed the Limit of Indemnity stated in the Schedule

The Limit of Indemnity is inclusive of Defence Costs

RIGHTS OF RECOVERY

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Isle of Man the Island of Jersey the Island of Guernsey the Island of Alderney and offshore installations in territorial waters around Great Britain and its Continental Shelf but the Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law ordinance or statute

EXCLUSIONS

- 1 This Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation
- 2 This Section does not apply to
 - a) liability for any claim arising in connection with handling removing stripping out demolition storage transportation or disposal of asbestos and/or any asbestos containing materials
 - b) any obligation to defend any claim or suit against the Assured alleging liability as detailed in Exclusion 2 a) above nor to Underwriters’ liabilities for Defence Costs arising therefrom

SECTION II - LIABILITY TO THE PUBLIC (Losses occurring basis)

INDEMNITY

The Assured is indemnified by this Section in accordance with the Operative Clause in respect of and directly or indirectly in consequence of accidental

- 1 Injury
- 2 Damage
- 3 nuisance trespass or interference with any easement right of air light water or way

occurring during the Period of Insurance within the Geographical Limits in connection with the Business specified in the Schedule but not against liability arising out of or in connection with any Product

LIMITS OF INDEMNITY

Underwriters' liability to pay Damages (including claimants' costs fees and expenses) in respect of any one Event shall not exceed the Limit of Indemnity stated in the Schedule

The Underwriters will in addition pay Defence Costs

If any one Event forms the subject of indemnity under this Section and Section III each Section shall apply separately and be subject to its own separate Limit of Indemnity provided always that the total amount of Underwriters' liability shall be limited to the greatest Limit of Indemnity available under one of the Sections affording indemnity for the Event

EXCLUSIONS

This Section does not provide indemnity in respect of liability

- 1 arising out of the ownership possession or use by or on behalf of the Assured of aircraft hovercraft water-borne craft (other than hand-propelled or sailing craft in territorial waters) or Vehicles
- 2 for Damage to property owned leased or hired by or under hire purchase or on loan to the Assured or otherwise in the Assured's care custody or control other than
 - a) premises (or the contents thereof) temporarily occupied by the Assured for work therein (but no indemnity is granted for Damage to that part of the property on which the Assured is working and which arises out of such work)
 - b) directors' employees' and visitors' clothing and personal effects including vehicles and their contents
 - c) premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement

SECTION III - PRODUCTS LIABILITY (Claims made basis)

INDEMNITY

The Assured is indemnified by this Section in accordance with the Operative Clause in respect of and directly or indirectly in consequence of claims for accidental

- 1 Injury
- 2 Damage

first made against the Assured during the Period of Insurance and arising out of any Product supplied from within the Geographical Limits in connection with the Business specified in the Schedule

NOTIFICATION EXTENSION CLAUSE

Should the Assured notify the Underwriters during the Period of Insurance or within 31 days from expiry or cancellation of the Policy (of an Event which occurred during the Period of Insurance) in accordance with Condition 1 of any specific event or circumstance which Underwriters accept may give rise to a claim or claims which form the subject of indemnity by this Policy then acceptance of such notification means that Underwriters will deal with such claim or claims as if they had first been made against the Assured during the Period of Insurance

LIMITS OF INDEMNITY

Underwriters' total liability to pay Damages (including claimants' costs fees and expenses) in respect of all Events in the Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule

The Limit of Indemnity is inclusive of Defence Costs

If any one Event forms the subject of indemnity under this Section and Section II each Section shall apply separately and be subject to its own separate Limit of Indemnity provided always that the total amount of Underwriters' liability shall be limited to the greatest Limit of Indemnity available under one of the Sections affording indemnity for the Event

EXTENDED DISCOVERY PERIOD APPLICABLE TO SECTION III

In the event of

- 1 Underwriters declining to offer renewal terms or
- 2 the termination of the Insurance by the cancellation thereof by the Underwriters

the Assured shall have the right upon payment of an additional premium (as required by Underwriters) to extend this Insurance in respect of claims first made against the Assured during the Period of Insurance by up to twelve calendar months following immediately upon such expiration or termination of such Period of Insurance but only in respect of claims arising from Injury and/or Damage occurring after the Retroactive Date specified in the Schedule or in the North American Jurisdiction Extension Clause and prior to the date of termination or expiration of such Period of Insurance

Provided always that in respect of this extended discovery period the Limit of Indemnity shall not be increased hereby

EXCLUSIONS

This Section does not provide indemnity in respect of liability

- 1 for Damage to any Product or part thereof
- 2 for costs incurred in the repair alteration reconditioning or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair alteration reconditioning or replacement
- 3 arising out of the recall of any Product
- 4 assumed by the Assured under agreement in respect of any Product unless such liability would have attached in the absence of such agreement
- 5 arising from the failure of any Product or any part thereof to fulfil the purpose for which it was designed or to perform in diagnosing preventing curing or alleviating any injury illness or disease
- 6 for Injury arising out of any Clinical Trial healthy volunteer study bio-availability or bio-equivalence studies undertaken by or on behalf of the Assured
- 7 for claims arising out of any Product unless such Product
 - a) is the subject of a Product Licence under the provisions of the United Kingdom Medicines Act 1968 or
 - b) is the subject of approval for marketing by the United Kingdom Committee on Safety of Drugs or the United Kingdom Committee on Safety of Medicines or

- c) was marketed prior to the appointment of the United Kingdom Committee on Safety of Drugs in June 1963 and which has not been the subject of an adverse decision by the Committee requiring the withdrawal of the Product from the market or
- d) is exempt by the class of Product from requiring a Product Licence or such approval

8 for claims arising out of

- a) any veterinary Product to which the United Kingdom Medicines Act 1968 applies and first put on the market
 - (i) prior to the 1st September 1971 unless such Product has been on open sale to the public for a period of more than two years without any complaint that Injury or Damage has been caused by such Product
 - (ii) on or after 1st September 1971 unless such Product is the subject of a Product Licence under the provisions of such Act
- b) the trial of any veterinary Product to which the United Kingdom Medicines Act 1968 applies prior to such Product being on open sale to the public

NOTE: The reference in 7 and 8 above to United Kingdom Medicines Act and/or United Kingdom Committees on Safety shall include and/or if applicable be replaced by the equivalent Local Legislation/Local Drugs Advisory Committees

9 arising from the following

- a) 8-Hydroxy-quinolines
- b) Alosetron
- c) Amiodarone
- d) Apomorphine
- e) Astemizole
- f) Blood/Plasma Products
- g) Bromfenac
- h) Bromocriptine
- i) Bupropion
- j) Butorphanol
- k) Canthaxathin
- l) Cerivastatin
- m) Cisapride
- n) Contraceptives (including birth control pills) fertility drugs and Products specifically designed and marketed for use during and in connection with pregnancy
- o) COX-2 inhibitors
- p) Danthron
- q) Debendox
- r) Dex, -Fenfluramine/Phentermine (FEN-PHEN)
- s) Dicyclomine when given to children under 4 years of age
- t) Diethylstilbestrol (DES)
- u) Dioxins
- v) Encainide
- w) Ephedrine/Pseudoephedrine
- x) Fenfluramine
- y) Flosequinan
- z) Germanium
- aa) Grepafloxacin
- bb) Hormone Replacement Therapy of animal origin
- cc) Hydroquinone
- dd) Isotretinoin and/or Tretinoin or any derivative thereof
- ee) Itraconazole
- ff) Kava-Kava (Piper Methysticum)

- gg) Leflunomide
- hh) Levonorgestrel
- ii) L-Tryptophan
- jj) LYMERix®
- kk) Methylphenidate (MPH)
- ll) Mibrefradil
- mm) Nefazodone
- nn) Paroxetine
- oo) Pertussis vaccine
- pp) Phentermine single use
- rr) Phenylpropanolamine (PPA)
- ss) Primodos/Amenorone Forte
- tt) Rapacuronium
- uu) Remoxipride
- vv) Selective Serotonin Reuptake Inhibitors (SSRI)
- ww) Sibutramine
- xx) Sildenafil and/or Vardenafil and/or Tadalafil
- yy) Skin whitening or lightening agents
- zz) Statins single use or in combination with fibrates
- aaa) Sumatriptan
- bbb) Swine-Flu Vaccine
- ccc) Temafloxacin
- ddd) Terbinafine
- eee) Terfenadine
- fff) Thalidomide
- ggg) Theophyllin
- hhh) Thiazolidinones
- iii) Thimerosal/Thiomersal
- jjj) TNF-Blocker
- kkk) Troglitazone
- lll) Trovafloxacin/Alatrovafloxacin
- mmm) Vigabatrin

10 for any claims where the Assured were aware of the circumstance or event which gave rise to the claim before the inception of this Policy

11 for Injury and/or Damage occurring prior to the Retroactive Date stated in the Schedule

Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation ingestion or application of any substance and where the Assured and the Underwriters cannot agree when the Injury or Damage occurred then

- a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury
- b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown

EXCLUSIONS APPLICABLE ONLY TO SECTIONS II AND III OF THIS POLICY

This Policy does not provide indemnity in respect of liability

- 1 for death bodily injury illness or disease to an Employee where such death bodily injury illness or disease arises out of the Business
- 2 arising from any condition directly or indirectly caused by or associated with
 - a) Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired

Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it shall be named

- b) Hepatitis
 - c) Creutzfeldt-Jacob Disease (CJD) variant Creutzfeldt-Jacob Disease (vCJD) or new variant Creutzfeldt-Jacob Disease (nvCJD)
- 3 a) for Injury or Damage directly or indirectly caused by seepage pollution or contamination unless caused by a sudden unintended and unexpected Event
- b) for the cost of removing nullifying or cleaning-up seeping polluting or contaminating substances unless caused by a sudden unintended and unexpected Event
- 4 for awards or damages of a punitive or exemplary nature whether in the form of fines penalties multiplication of compensatory awards or damages or in any other form whatsoever
- 5 arising out of professional advice design or specification given by the Assured for a fee other than in connection with the supply of a Product
- 6 for pure financial loss not consequent upon Injury or Damage
- 7 directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or any asbestos containing materials
- 8 arising from any obligation to defend any claim or suit against the Assured alleging liability as detailed in Exclusion 7 above nor to Underwriters' liabilities for Defence Costs arising therefrom
- 9 for the Excess as stated in the Schedule (or shown on the North American Jurisdiction Extension Clause if included) in respect of the first amount of each claim or series of claims arising out of one originating cause

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

- 1 This Policy shall not provide indemnity in respect of liability directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or acts of terrorism
- 2 This Policy shall not provide indemnity against any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- a) ionising radiations 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
- but as far as concerns Section I this Exclusion will only apply where such legal liability is
- i) that of any Principal
 - ii) accepted under agreement and would not have attached in the absence of such agreement
- 3 This Policy does not apply to liability which forms the subject of insurance by any other policy and this Policy shall not be drawn into contribution with such other insurance

GENERAL EXTENSIONS

1 COURT ATTENDANCE COSTS

In the event of any of the undermentioned persons attending court as a witness at the request of the Underwriters in connection with a claim in respect of which the Assured is entitled to indemnity under this Policy the Underwriters will provide compensation to the Assured at the following rates per day on which attendance is required

- | | | |
|----|--|------|
| a) | any director or partner of the Assured | £500 |
| b) | any employee | £250 |

Provided always that

- i) the Underwriters shall not be liable unless the Underwriters have the sole conduct and control of all claims covered by this Extension
- ii) this Extension shall not apply to any liability which is covered by any other policy

2 CROSS LIABILITIES

Not applicable to Section I

Each person or party specified as the Assured in the Schedule is separately indemnified in respect of claims made against any of them by any other subject to Underwriters' total liability not exceeding the stated Limits of Indemnity

3 UNSATISFIED COURT JUDGEMENTS

Applicable to Section I

In the event of a judgement for Damages being obtained by any Employee or the personal representatives of any Employee in respect of Injury to the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Assured in the Business against any company or individual operating from the premises within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Underwriters will pay to the Employee or personal representative of the Employee at the request of the Assured the amount of any such Damages and any awarded costs to the extent that they remain unsatisfied

Provided always that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the Employee or personal representatives of the Employee shall assign the judgement to the Underwriters

4 DATA PROTECTION ACT

Applicable to Section II

It is agreed that the indemnity provided by this Policy extends to include liability for Damages (including claimants' costs fees and expenses) and Defence Costs arising as a result of any claim or claims first made against the Assured during the Period of Insurance for damage and distress by virtue of Sections 22 and 23 of the Data Protection Act 1984 or Section 13 of the Data Protection Act 1998

Provided that

- a) the liability of the Underwriters under this Extension for Damages and all costs and expenses arising out of all claims during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity in the Schedule to this Policy

- b) the Assured has registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn
- c) the Assured are not in business as a Computer Bureau
- d) the Assured do not supply data for a fee other than to a data subject
- e) the Underwriters shall not provide indemnity
 - i) for 10% of each claim subject to a minimum of £500 and a maximum of £5,000
 - ii) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - iii) for the costs of replacing reinstating rectifying or erasing any personal data
 - iv) against liability caused by or arising from an incident or circumstances known to the Assured at inception of this Extension which may give rise to a claim
 - v) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
 - vi) against contractual liability regardless of whether the sole conduct and control of claims is vested in the Underwriters
 - vii) against liability in respect of Injury or Damage
 - viii) against any claim or claims made by or on behalf of any director or Employee of the Assured in connection with employment in the Business

5 DEFECTIVE PREMISES ACT

Applicable to Section II

It is agreed that in respect of liability arising out of the ownership of premises in the event of any premises being disposed of by the Assured prior or subsequent to the inception of this cover the indemnity shall apply to liability which devolves upon the Assured by reason of the Defective Premises Act 1972 or similar legislation provided that

- a) such liability is not otherwise insured
- b) the Underwriters shall not be liable in respect of the costs incurred by anyone in removing rebuilding repairing or rectifying any such premises

6 MOTOR CONTINGENT LIABILITY

Applicable to Section II

It is agreed that notwithstanding Exclusion 1 to Section II herein this Policy is extended to provide an indemnity to the Assured in respect of Injury or Damage arising out of the use in the course of the Assured's Business of any motor vehicle not the property of nor provided by the Assured

The Underwriters shall not be liable

- a) for loss of or Damage to such vehicle or to property conveyed therein
- b) for death injury illness disease or loss or Damage arising while such vehicle is being driven by the Assured
- c) if such vehicle is more specifically insured

- d) if such vehicle is being used outside Great Britain Northern Ireland the Isle of Man or the Channel Islands

7 PRINCIPALS

Where the Assured so requests the Underwriters agree to indemnify any Principal of the Assured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Assured. Such Principal shall be subject to and comply with the terms and conditions herein and this clause shall in no way operate to increase the Indemnity Limits as stated in the Schedule

All General Extensions are subject otherwise to the Policy terms Conditions Limitations and Exclusions

CONDITIONS

(Conditions 1 2 3 4 6 and 7 are precedent to Underwriters' liability to provide indemnity under this Policy)

- 1 The Assured shall give written notice to the Underwriters as soon as reasonably practicable of any Event that may give rise to a claim under this Policy which shall include any accident at work resulting in three or more days absence for any Employee and shall give all such additional information as the Underwriters may require

Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded **unanswered** to the Underwriters' immediately they are received

- 2 The Assured shall at all times in addition to their obligations set out in Condition 1 above provide such information to and co-operate with the Underwriters or their appointed agents to allow the Underwriters to be able to comply with such relevant Civil Procedure Rules Practice Directions and/or Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice and which obligation to inform and co-operate continues until such time as any claim arising from the incident notified in accordance with this Claims Procedure is finally determined including to appeal

- 3 No admission offer promise or payment shall be made or given by or on behalf of the Assured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any claim (and which will include an assumed authority on the part of the Assured to the Underwriters to issue a formal admission of breach of duty for the purposes of any such claim should the Underwriters consider it appropriate to do so) or to prosecute in the name of the Assured for their own benefit any claim for indemnity or Damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require

- 4 The Assured is required to notify the Underwriters as soon as it is possible to do so of all material facts or alterations in the risk which come to his knowledge or arise during the currency of this Policy

- 5 In connection with claims arising out of one Event the Underwriters may at any time subject to any Excess pay to the Assured the appropriate Limit of Indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and thereupon the Underwriters shall relinquish the control of such claims and be under no further liability in connection therewith except for Defence Costs for which the Underwriters may be responsible under this Policy in respect of matters prior to the date of such payment provided however where Underwriters are liable to pay Defence Costs in addition to the Limit of Indemnity that if a payment in excess of the amount of indemnity available under this Policy has to be made to dispose of a claim the Underwriters' liability for Defence Costs shall be such proportion thereof as the amount of indemnity available under this Policy in respect of such claims bears to the amount paid to dispose of such claims

- 6 It is a condition precedent to liability under this Policy that throughout the currency of this insurance that no Products are obtained by the Assured on terms which prevent the Assured exercising their

rights of recovery under the ordinary process of law against the manufacturers and/or suppliers of such Products

- 7 If any part of the Premium or Renewal Premium is based on estimates furnished by the Assured the Assured shall keep an accurate record containing all relative particulars and shall allow the Underwriters to inspect such record The Assured shall as soon as practical after the expiry of each Period of Insurance furnish such information as the Underwriters may require the Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Assured subject to the retention by Underwriters of any Minimum Premium stated in the Schedule
- 8 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or the Schedule shall bear such specific meaning wherever it may appear
- 9 The Underwriters may cancel this Policy by sending thirty days' notice of such cancellation to the Assured at the Assured's last known address The Assured shall thereupon become entitled to a proportionate return of premium subject to Condition 6 of this Policy
- 10 If any claim under this Policy is in any respect fraudulent all benefit under the Policy shall be forfeited
- 11 Any dispute between the Underwriters and the Assured concerning this Policy its validity or the interpretation of the terms Conditions limitations and Exceptions contained herein shall be decided in accordance with the law of England

Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within England and to comply with all requirements necessary to give such Court jurisdiction

All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction

The Premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of the law of England
- 12 If any claim covered by this Policy is also covered in whole or part by any other insurance the liability of Underwriters shall apply as excess of and not as contributory with such other insurance
- 13 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act

**NORTH AMERICAN JURISDICTION
EXTENSION CLAUSE (NOT APPLICABLE TO SECTION I)**

Where the Assured has requested an extension to the Operative Clause for indemnity to be granted in respect of any judgment award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment award or settlement either in whole or in part) or in respect of legal costs fees and expenses pertaining thereto such extension is only granted where so stated in the Schedule to this Policy and where a specific amount has been entered against "Excess" and where a specific date has been entered against "Retroactive Date" below Acceptance by the Assured of this Policy is deemed to be acceptance of the above conditions as precedent to the granting of indemnity against such "North American Jurisdiction"

In consideration of the granting of such indemnity the Assured agrees to accept the following additional terms and Exclusions in respect of any such judgement award or settlement

- 1 No indemnity is granted in respect of Section I
- 2 Underwriters shall not be liable for
 - a) Injury or Damage directly or indirectly caused by seepage pollution or contamination
 - b) the cost of removing nullifying or cleaning-up seeping polluting or contaminating substances
- 3 The Limits of Indemnity is inclusive of Defence Costs
- 4 Underwriters shall not be liable for Injury and/or Damage occurring prior to the Retroactive Date shown below Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation ingestion or application of any substance and where the Assured and the Underwriters cannot agree when the Injury or Damage occurred then
 - a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury
 - b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown

Retroactive Date is as stated in The Schedule

- 5 Underwriters shall not be liable for the Excess shown below which Excess shall apply to the first amount of each and every claim or series of claims arising out of one originating cause

A claim shall be deemed to include

- a) Defence Costs
- b) compensation Damages and claimants' costs fees and expenses payable by the Assured which form the subject of indemnity under this Policy

Excess is as stated in The Schedule

Subject in all other respects to the terms Exclusions and Conditions of the Policy which shall not be deemed in any way whatsoever to over-ride modify or alter any of the specific terms and Exclusions applicable to this Extension Clause

POLLUTION ENDORSEMENT (CLAIMS MADE BASIS)

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary Underwriters liability under Section II of this Policy in respect of seepage pollution and contamination caused by a sudden unintended and unexpected Event as detailed under Exclusion 3 to Sections II and III shall be subject to the following additional conditions

- 1 the Limit of Indemnity is deemed to be *as stated in The Schedule* any one Event and in the aggregate for all Events in the Period of Insurance
- 2 the Excess is deemed to be *as stated in The Schedule* each and every claim including costs and expenses
- 3 Underwriters shall not indemnify the Assured in respect of any claim for
 - a) Injury
 - b) Damage
 - c) nuisance trespass or interference with any easement right of air light water or waywhich occurs prior to *Retroactive Date as stated in The Schedule*
- 4 Underwriters shall only indemnify the Assured in respect of any claim for
 - a) Injury
 - b) Damage
 - c) nuisance trespass or interference with any easement right of air light water or wayfirst made against the Assured during the Period of Insurance
- 5 No indemnity is provided for any claims where the Assured were aware of the circumstances or event which gave rise to the claim before the inception of this Policy/effective date of this Endorsement

Should the Assured notify the Underwriters during the Period of Insurance or within 31 days from expiry or cancellation of the Policy (of an Event which occurred during the Period of Insurance) in accordance with Condition 1 of any specific event or circumstance which Underwriters accept may give rise to a claim or claims which form the subject of indemnity by this Endorsement then acceptance of such notification means that Underwriters will deal with such claim or claims as if they had first been made against the Assured during the Period of Insurance

Subject otherwise to the Terms Conditions Exclusions and Limitations of this Policy