

## GENERAL LIABILITY INSURANCE - POLICY SCHEDULE

<b>TYPE:</b>	Annual Insurance for General Third Party Liability, Sudden Pollution and Employers Liability as a sublimit of the GTPL Limit
<b>INSURED:</b>	GAIAOSE SA
<b>INSURED'S ADDRESS :</b>	301 Liosion Avenue, Athens 104 45
	From: Tba To: Tba
<b>PERIOD:</b>	Both days inclusive Local Standard Time at the Principal Address of the Assured.
<b>INTEREST:</b>	General Third Party Liability, Sudden Pollution & Employers Liability of the Insured for damages caused to third parties arising out of the activities of the original Insured
<b>POLICY TRIGGER:</b>	Occurrence Basis
<b>TERRITORIAL SCOPE:</b>	Greece but worldwide in respect of participation in exhibitions and business trips of the employees /directors
<b>LIMITS:</b>	<b>General Third Party Liability (Section A)</b> Euro 5,000,000 in any occurrence Euro 5,000,000 in the annual aggregate Including costs and expenses Including costs and expenses  <b>Pollution Liability (Section B) -as a sublimit of the GTPL limit above</b> Euro 500,000 in any occurrence Euro 500,000 in the annual aggregate Including costs and expenses  <b>Employers Liability -as a sublimit of the GTPL limit above</b> Euro 300,000 in any occurrence Euro 300,000 in the annual aggregate  <b>Combined annual aggregate policy limit for all covers is Euro 5,000,000</b>
<b>DEDUCTIBLE :</b>	GTPL (Section A & B ): 5% of the loss with minimum EUR 10,000 each and every loss

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EL: excess Social Security & EUR 5,000 each and every loss

**CONDITIONS:**

As per standard Combined Liability wording form **(Section A & B )** & Employers Liability & Professional Indemnity endorsement to apply as attached

- Efficacy Exclusion as attached
- Sanctions Limitation and Exclusion Clause LMA3100 amended as attached
- Premium Payment Clause LSW 3000 (amended) as attached
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic weapons exclusion clause CL370
- Cyber and Data Limited Exclusion Endorsement LMA 5469, under the condition the insured to comply with the appropriate computer system security measures (eg firewall, antivirus, regular IT maintenance, etc.), as attached
- Terrorism Exclusion Endorsement NMA 2921, as attached
- Asbestos and Toxic Mould Exclusion Clause , as attached
- Nuclear Exclusion Clause-Reinsurance-Non-Marine (Worldwide) as attached
- Communicable Disease Exclusion – LMA 5396 as attached
- War Exclusion Clause as attached

**EXTENSIONS :**

- Pure financial loss up to EUR 500,000 per event and in the aggregate
- Owner's Liability : Cover is extended to include any liability arising out of GAIAOSE rights and obligations with regards to their exclusive and sole responsibility for the management, administration of commercial usage of the real estate assets of OSE (as defined in law 3891/2010)
- Property under Care, custody and Control – sublimit to EUR 500,000
- Liability for Third Parties property damage and/or bodily injuries, due to loading/unloading operation and/or movement / transfer of goods / products excluding the cargo itself
- Liability for Third Parties property damage and/or bodily injury, arising out of the execution of works for improvement, repair, maintenance of the premises for project value up to budget EUR 100,000
- Food Poisoning from foods and/or beverages prepared or sold within the Insured's premises. For the scope of this extension, the insured's employees will be deemed to be third parties
- Personal Liability of employees and directors in accordance with the Property damage/ bodily injury trigger only, whilst they are abroad and in third party premises

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- Liability from damages to personal belongings of the employees (excluding money, jewelry , valuables)
- Liability due to the use, occupation & operation of car parks, extended to cover material damages to customer's vehicles will be covered up to EUR 50,000 per vehicle & EUR 100,000 per occurrence and in the annual aggregate –Insured's employees will be deemed to be third parties for this particular extension
- Liability due to participation / organization exhibitions within Greece and worldwide
- Employers Liability cover is extended to include insured's employees who offer their services as independent agents for services rendered on an invoice basis

**WARRANTED TO**

**EXCLUDE:**

Liability from rolling stock and/or operation of railway/trains and/or concession of trains. It's clarified however, that this exclusion does not apply to liability to third parties for stationed, not leased equipment being in stand still on Insured's premises.

**EXCLUDING**

**ANY:**

- Punitive and/or exemplary damages
- All kind of USA/Canada exposure
- Directors' and officers' liability
- Workers' compensation
- Contractual liability
- Products Liability
- Motor liability
- Gradual seepage, pollution and contamination
- Losses due to all sorts of nuclear/radioactive material/energy, nuclear fission, nuclear fusion or contamination by radioactivity.
- Strikes, riots, civil commotion, war, civil war, acts of terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) etc.
- Claims for losses for which the insured has assumed responsibility by entering into harmless agreements, or which the insured would have been able to subrogate but in respect of which he has waived his right of subrogation.
- Demurrage / loss of use
- Business interruption
- Losses due to all sorts of natural perils such as floods, earthquakes, storms, fires etc which are not the direct result from a negligent error and/or omission from the insured

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- Ship-owner's liability
- Marine Liability
- Cash/valuables in transit or safe and/or out of it (including securities works of art etc.)
- Aviation Liability/excluding all operations connected with runway and apron areas
- Cargo Liability
- Transportation and/or storage of waste (toxic and/or otherwise)
- Claims related to the EDRE problem
- Total asbestos
- TSE/BSE
- GMO
- Toxic mould
- RSI
- Electronic Magnetic Field (EMF)
- Glyphosate
- Failure to germinate
- Failure to supply

**CHOICE OF LAW & JURISDICTION:**

Any disputes arising from or in connection with this (re)insurance shall be governed by the Law of Greece and all parties submit to the exclusive jurisdiction of the Greece Courts to determine any dispute arising out of, under or in connection with this Agreement.

**ANNUAL**

**PREMIUM :** As agreed

**PREMIUM PAYMENT**

**TERMS:** Premium Payment Clause LSW 3000 (amended) 60 days as attached

**Endorsements**

**PREMIUM PAYMENT CLAUSE**

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

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

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

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorized to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

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.

#### **SANCTION LIMITATION AND EXCLUSION 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 , United States of America or the Netherlands.

**LMA3100**  
**Amended**

#### **TERRORISM EXCLUSION ENDORSEMENT- NMA 2921**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

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NMA 2921 8/10/2011

**Institute radioactive contamination, chemical, biological, biochemical and electromagnetic weapons**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL 370 10/11/03

**CYBER and DATA LIMITED EXCLUSION ENDORSEMENT 1**

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

(for attachment to International Liability forms)

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

1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

1.2 loss, damage, liability, claim, cost, fines or penalties or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.

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- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act, Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.
- 4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- 5 However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
  - 5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
  - 5.2 any ensuing physical damage to or destruction of third party property

resulting from or arising out of a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act**. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

#### **Definitions**

- 6 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 7 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 8 **Cyber Incident** means:
  - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 9 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LMA5469

4 November 2020

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#### **ASBESTOS AND TOXIC MOULD EXCLUSION CLAUSE**

This insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any involving:

- a) Asbestos, or any materials containing asbestos in whatever form or quantity; or
- b) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds spores or mycotoxins of any kind; or
- c) any action taken by any party in response to the actual, potential, alleged or threatened formations, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; or
- d) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.

#### **NUCLEAR EXCLUSION CLAUSE-REINSURANCE-NON-MARINE (WORLDWIDE)**

- I. This insurance does not cover any loss or liability accruing to the insured, directly or indirectly and whether as Insurer , from any Pool of Insurers or Reinsurers formed for the purpose of covering Atomic or Nuclear Energy risks.
- II. For all purposes of this insurance the original Insurance and Reinsurance contracts of the Reinsured in connection with Insurances for which a Radioactive Contamination Exclusion, Explosive Nuclear Assemblies Exclusion or other similar exclusions are prescribed by law or by any Market Association or other regulatory body shall be deemed to contain such exclusions.
- III. Without in any way restricting the operation of paragraphs I and II of this Clause, this insurance does not cover any loss or liability accruing to the insured, directly or indirectly and whether as Insurer from any insurance against loss or damage (including Business Interruption or Consequential Loss arising out of such loss or damage) to, or any Liability or Workmen's Compensation insurance in respect of the ownership, operation or control of any of the following, including those in course of construction:
  - (i) nuclear reactor installations, the buildings housing them and all property contained therein and forming part of the installation;
  - (ii) all ancillary buildings on the site of a nuclear reactor installation and all property contained therein and forming part of the installation;
  - (iii) installations for fabricating fuel elements or for processing fissionable material or reprocessing, salvaging, chemically separating, storing or disposing of irradiated nuclear fuel or nuclear waste materials;

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- (iv) any other installation designated by local law or Government regulation as a nuclear installation;
- (v) contractors' plant and equipment on the site for the purpose of constructing, erecting or installing a reactor or ancillary buildings, or for maintaining or repairing a reactor.

IV. Without in any way restricting the operation of paragraphs I and II of this Clause it is understood and agreed that this Clause shall not apply

(a) to any Material Damage (including Business Interruption or Consequential Loss arising out of such Material Damage), Liability or Workmen's Compensation insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor's plant and equipment used in connection therewith):

1. for the storage of nuclear fuel (other than natural uranium fuel) - prior to the commencement of storage,
2. as the reactor block - prior to the commencement of loading of nuclear fuel into the reactor,
3. for any other purposes on the remainder of the site - prior to take over;

(b) to any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (a) above, nor affording coverage in the "high radioactivity" zone;

EXCEPT THAT, in the event of one originating cause giving rise on one site to destruction of or loss or damage to:

(i) property insured by a Material Damage policy issued by or on behalf of a Pool of Insurers or Reinsurers formed for the purpose of covering Atomic or Nuclear Energy risks

AND

(ii) properties insured by a policy falling under (a) or (b) above,

then where the amount of the indemnity paid or payable for such destruction or loss or damage by or on behalf of any such Pool of Insurers referred to in sub-paragraph (i) above exceeds £1,000,000 (or equivalent in other currencies) the exemptions from paragraph III provided by sub-paragraphs (a) and (b) above shall not apply.

#### **DEFINITION**

For the purposes of this Exclusion Clause "site" shall be defined by the local Pool of Insurers or Reinsurers formed for the purpose of covering Atomic or Nuclear Energy risks or in default of such definition as defined by the competent Licensing Authority; but shall in any event include

- (a) all reactors (including reactors in course of construction) at the same location and
- (b) all properties used in connection with the generating of electricity at the said location.

#### **ADDITIONAL PARAGRAPHS FOR USE AS INDICATED**

For insurance Treaties covering risks within the United Kingdom and/or other applicable territories:

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- V. It is understood and agreed that this Clause shall not extend to any insurance against loss or damage (including Business Interruption or Consequential Loss arising out of such loss or damage) to non-nuclear property situated on the site of a Nuclear Installation issued by or on behalf of any Pool of Insurers formed for the purpose of covering Atomic or Nuclear Energy risks and identified by such Pool to its members as eligible for pro rata contributing insurance, provided such Insurance contains a Radioactive Contamination Exclusion.
- VI. It is understood and agreed that as regards United Kingdom risks, this Clause shall not extend to Employers' Liability Insurances.  
For insurance Treaties covering risks situated in the United States of America and Canada:
- VII. As regards the U.S.A. and Canada this Clause shall not override the provisions of any other Nuclear Incident Exclusion Clause applicable specifically to those territories.

#### **EFFICACY EXCLUSION**

This policy does not cover liability arising out of the failure of any Product to perform as warranted or represented with respect to its fitness, quality, durability, performance or use.

All other terms, clauses, conditions and exclusions of this policy remain unchanged.

#### **COMMUNICABLE DISEASE EXCLUSION**

**(For use on liability policies)**

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat

(whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396  
17 April 2020

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### **WAR EXCLUSION CLAUSE**

This insurance does not apply to any liability, loss, damage, cost or expense of whatsoever nature based upon, arising out of or allegedly arising out of, caused by or contributed to, by or resulting from, or related to (whether directly or indirectly):

- (i) the Ukraine – Russia conflict which commenced on February 24, 2022 and/or
- (ii) any operations, risks, activities, events or other matters of any Insured within the territory of, and/or in relation to (including but not limited to imports and exports of products or the provision of services), Ukraine, Russia or Belarus.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged

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## **EMPLOYER'S LIABILITY POLICY WORDING**

(in excess of IKA-social security institute)

This is a translation of the Greek wording, which in case of a dispute applies.

It is hereby declared and agreed that the coverage provided by this insurance policy is extended in order to include the liability of the Insured, according to the articles 657,658 & 932 of the Civil Code, for indemnification due to pain and suffering towards the personnel employed in the Insured's services and is insured by IKA-Social Security Institute, for bodily injury or death due to a violent incident that occurred when the worker performed his/her work or as a result thereof and is caused by the negligence of the Insured or the persons under the Insured's services. The employment of the employee should be proved by the wages lists that the Insured Submits to IKA-Social Security Institute.

The above mentioned indemnification is paid by the Insurance company to the Insured always after a final and an unappeasable court decision, which recognizes and adjudges to the sufferers of a working accident, while they were under the Insured's services, pecuniary satisfaction due to pain and suffering.

The Insurer has the right to indemnify the Insured, before any court action or decision.

It is also hereby declared and agreed that this coverage includes, in case of an accident, the difference between the wages of offered by IKA and the actual given wages, according to the formal wages' lists of the Insured, for all the days that the sufferer is out of work and maximum for 45 days (always after a final and an unappeasable court decision).

The coverage has the 3 first days after the day of the accident as a deductible.

The above mentioned coverage is valid under the condition that during the works all the protections measured according to the law and any other Regulations are taken.

It's noted and agreed that cover is extended to include insured's employees who offer their services as independent agents for services rendered on an invoice basis

### **Owner's liability**

It is noted and agreed that cover is extended to include any liability arising out of GAIAOSE rights and obligations as described in law3891/2010 with regards to their exclusive and sole responsibility for the management, administration of commercial usage of the real estate assets of OSE.

### **PCA 94 - WORDING**

#### **PUBLIC & PRODUCTS LIABILITY INSURANCE**

##### **1. 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 judgement, award, payment 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

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enforce such judgement, award, payment or settlement either in whole or in part) unless the Assured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover, which offer and acceptance must be signified by specific endorsement to this Policy.

This 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 of the Policy as a whole.

For the purpose of determining the indemnity granted:-

- 1.1. "Injury" means death, bodily injury, illness or disease of or to any person;
- 1.2. "Damage" means loss of possession or control of or actual damage to tangible property;
- 1.3. "Pollution" means pollution or contamination of the atmosphere or of any water, land or other tangible property;
- 1.4. "Product" means 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 include food or drink supplied by or on behalf of the Assured primarily to the Assured's employees as a staff benefit.

## 2. INDEMNITY TO OTHERS

The indemnity granted extends to:-

- 2.1. at the request of the Assured, any party who enters into an agreement with the Assured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity and subject always to Clauses 7.3.3. and 12.3;
- 2.2. officials of the Assured, in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Assured's employees;
- 2.3. at the request of the Assured, any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Assured;
- 2.4. the officers, committee and members of the Assured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- 2.5. the personal representatives of the estate of any person indemnified by reason of this Clause 2 in respect of liability incurred by such person;

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, Conditions and Exclusions of this Policy as though they were the Assured.

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### 3. CROSS LIABILITIES

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 Indemnity Limits.

### 4. DEFENCE COSTS

The Underwriters will pay all costs, fees and expenses incurred by the Assured with Underwriters' prior consent ("Defence Costs").

4.1 in the investigation, defence or settlement of;

4.2 as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to;

any occurrence which forms or could form the subject of indemnity by this Policy.

### 5. INDEMNITY LIMITS

Underwriters' liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause, but under Section B and Section C the Indemnity Limits represent Underwriters' total liability in respect of all occurrences.

Defence Costs will be payable in addition to the Indemnity Limits unless this Policy is endorsed to the contrary.

Should liability arising from the same originating cause form the subject of indemnity by more than one Section of this policy, each Section shall be subject to its own indemnity Limit, provided always that the total amount of Underwriters' liability shall not exceed the greatest Indemnity Limit available under any one of the Sections providing indemnity.

## SECTION A - PUBLIC LIABILITY

### 6. SECTION A - INDEMNITY

The Assured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability arising out of:-

6.1. Pollution

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6.2. or in connection with any Product.

## 7. SECTION A - EXCLUSIONS

This Section does not cover liability

7.1. arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Assured, other than liability;

7.1.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

7.1.2. arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;

7.1.3. for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load thereon;

7.1.4. arising out of any motor vehicle or trailer temporarily in the Assured's custody or control for the purpose of parking;

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

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- 7.2. arising out of the ownership, possession or use by or on behalf of the Assured of any aircraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);
- 7.3. for and/or arising out of 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:-
- 7.3.1. 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);
- 7.3.2. clothing and personal effects belonging to employees and visitors of the Assured;
- 7.3.3. premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement.

## SECTION B - POLLUTION LIABILITY

### 8. SECTION B - INDEMNITY

The Assured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring in its entirety during the Period of Insurance and arising out of Pollution, but only to the extent that the Assured can demonstrate that such Pollution

- 8.1. was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance;
- 8.2. was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution.

### 9. SECTION B - EXCLUSIONS

This Section is subject to the Exclusions to Sections A7 and C11, and also does not cover liability for and/or arising out of

- 9.1. Damage to premises presently or at any time previously owned or tenanted by the Assured;
- 9.2. Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Assured or otherwise in the Assured's care, custody or control.

## SECTION C - PRODUCTS LIABILITY

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## 10. SECTION C - INDEMNITY

The Assured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of injury and/or Damage occurring during the Period of Insurance but only against liability arising out of or in connection with any Product and not against liability arising out of Pollution.

## 11. SECTION C - EXCLUSIONS

This section does not cover liability

- 11.1. for and/or arising out of Damage to any Product or part thereof;
- 11.2. for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement;
- 11.3. arising out of the recall of any Product or part thereof;
- 11.4. arising out of any Product or part thereof which with the Assured's knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft.

## 12. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not cover liability:-

- 12.1. arising out of the deliberate, conscious or intentional disregard by the Assured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage;
- 12.2. for and/or arising out of Injury to any person under a contract of employment or apprenticeship with or the provision of labour only services to the Assured where such Injury arises out of the execution of such contract;
- 12.3. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;
- 12.4. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 12.5. directly or indirectly caused by or contributed to by or arising from:-

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- 12.5.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 12.5.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 12.6. for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause;
- 12.7. which forms the subject of insurance by any other policy and this Policy shall not be drawn into contribution with such other insurance;
- 12.8. for awards or damages of a punitive or exemplary nature, whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.

### 13. GENERAL CONDITIONS

(Conditions 13.1. to 13.4. are precedent to Underwriters' liability to provide indemnity under this Policy)

- 13.1. The Assured shall give written notice to the Underwriters as soon as reasonably practicable of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received by the Assured.
- 13.2. No admission, offer, promise or payment shall be made or given by or on behalf of the Assured without the prior 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, or to prosecute in the name of the Assured to 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.
- 13.3. The Assured shall give notice as soon as reasonably practicable of any fact or event which materially changes the information supplied to Underwriters at the time when this Policy was effected, and Underwriters may amend the terms of this Policy according to the materiality of the change.
- 13.4. Where the premium is provisionally based on the Assured's estimates, the Assured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as Underwriters require. The premium shall then be adjusted and any difference paid by or allowed to the Assured as the case may be subject to any minimum premium that may apply.

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- 13.5. The Underwriters may at any time pay to the Assured, in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies, the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims, except for the payment of Defence Costs incurred prior to the date of such payment (unless the Indemnity Limit is stated to be inclusive of Defence Costs).

Provided that if Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Indemnity Limit and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Indemnity Limit under this Policy, then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their prior consent.

- 13.6. Any dispute concerning the interpretation of this Policy and/or Schedule will be determined in accordance with the Law of England.

The Assured and Underwriters submit to the exclusive jurisdiction of any court of competent jurisdiction within England and agree to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

- 13.7. Any phrase or word in this Policy 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 this policy or the Schedule shall bear such specific meaning wherever it may appear.

- 13.8. The Underwriters may cancel this Policy by giving sixty days' notice in writing of such cancellation to the Assured's last known address.

- 13.9. If any claim under this Policy is in any respect fraudulent all benefit under the Policy shall be forfeited.

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