

Insurance policy

The BOC Group Limited

Public, Products, Financial Loss, Professional Indemnity and EU Environmental Liability Policy

Allianz Global Corporate & Specialty SE (herein called the Company) and the Named Insured (as named in the Schedule) agree:

The Company will indemnify or otherwise compensate the Named Insured in accordance with and subject to the terms and conditions of this Policy, in consideration of the payment to the Company of the premium for the Period of Insurance.

Provided that this Policy shall not be in force unless it has been signed by an authorised official of the Company.



.....
Signed for and on behalf of the Company

Date of Signature: 28 November 2023

Allianz Global Corporate & Specialty is the UK branch operation of Allianz Global Corporate & Specialty SE, Königinstraße 28, 80802 München, Germany.
UK branch office: 60 Gracechurch Street, London, EC3V 0HR.
Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht

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POLICY SCHEDULE

Policy No: GBL00669323B

The Named Insured:

- BOC Group Ltd
- BOC Group Ltd
- BOC HEALTHCARE LIMITED
- BOC HELEX
- PU_Leengate
- Invertone
- Effectech
- Food Service Logistics Ltd
- Spectra Gases, Ltd.
- NoxBox Ltd
- Linde AMT UK Limited
- Praxair Offshore Services Limited
- Praxair Services (UK) Limited

Address: Forge
43 Church Street West
Woking
Surrey
GU21 6HT

The Business: Manufacturing and distribution of industrial and medical gases and allied engineering products including advice as to their provision and use, provider of healthcare services and distribution and logistics services for third party customers including first and third party vehicle maintenance, the training of third party customers .

Period of Insurance

From: 1 October 2023)
) *both dates inclusive*
to: 30 September 2024)

Premiums

Policy Premium: GBP 129,884.97

Taxes / Fees: GBP 15,586.20

Total Payable: GBP 145,471.17

Limits of Indemnity

Maximum Overall Limit of Indemnity in the annual aggregate during the Period of Insurance GBP 5,000,000

Public and Products Liability Section

Any one Occurrence and in the aggregate during the Period of Insurance GBP 5,000,000

Financial Loss Section

Any one Claim and in the aggregate during the Period of Insurance GBP 100,000

Retroactive Date: 1 January 2007

Professional Indemnity Section

Any one Claim and in the aggregate during the Period of Insurance GBP 5,000,000

Applicable to Professional Indemnity Section only

Retroactive Date: 20 May 2010

Environmental Impairment Liability

Any one occurrence and in the aggregate during the Period of Insurance

(Sub-Section 1) Environmental Legal Liability GBP 859,431

(Sub-Section 2) Off-Site Regulatory Liability GBP 859,431

Applicable to Environmental Impairment Liability Section only

Retroactive Date: 1 January 2012

Extended Reporting Period: None

Excess**Public and Products Liability Section**

Claims arising in North America	GBP 859,431	each and every Occurrence
Pollution & Contamination	GBP 859,431	each and every Occurrence
All Others	GBP 859,431	each and every Occurrence

Financial Loss Section

Any one Claim	GBP 859,431	each and every Occurrence
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Professional Indemnity Section

Any one Claim	GBP 859,431	each and every Claim
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**Environmental Impairment Liability
Section**

GBP 859,431

Broker

Marsh Limited
Willow House
Peachman Way
Broadland Business Park
Norwich
NR7 0WF

GENERAL DEFINITIONS APPLYING TO THIS POLICY

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Additional Definitions are stated in the Sub-Section wordings.

Additional Insured's means

- a. any Principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Named Insured and in respect of which the Named Insured is legally liable and would have been entitled to indemnity under this Policy if the claim had been made against the Named Insured but only to the extent required by the terms and conditions of such contract.
- b. if the Named Insured so requests any partner director or Employee of the Named Insured against liability incurred in such capacity and in respect of which the Named Insured would have been entitled to indemnity under this Policy if the claim had been made against the Named Insured as though each partner director or Employee was individually named as the Insured in this Policy and provided that no indemnity will be provided to any medical or dental practitioner while working in a professional capacity as such a practitioner
- c. if the Named Insured so requests any officer or committee member or other member of the Named Insured's canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity
- d. the personal representatives of any party constituting the Named Insured or any Additional Insured against legal liability in respect of which such party would have been indemnified under this Policy

Claim(s) means

a written demand to the Named Insured by a person or organisation for compensation damages money or services in respect of any matter which may be the subject of indemnity under this Policy and shall include the notification to the Named Insured in writing of any circumstance which may be the subject of indemnity under this Policy.

Electronic Data means

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and such facts concepts and information shall include programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Employee means

- a. any person engaged under a contract of service or apprenticeship with the Insured
- b. any person supplied to, hired, borrowed or on secondment from by the Insured from another employer including any person on secondment from another employer, agency or third party and any other person required by the Insured to be defined as an employee which may include but is not limited to:
 - i. labour masters, labour only subcontractors or persons supplied by them
 - ii. any self-employed person, voluntary worker, helpers, out or home workers
 - iii. drivers or operators of hired-in-plant
- c. any person engaged under work experience, training, study, exchange or similar schemes
- d. any person working under the Community Service by Offenders (Scotland) Act 1978 or similar legislation
- e. any person deemed to be an employee by a court of law in the United Kingdom, the Isle of Man or the Channel Islands
- f. any person undergoing assessment by the Insured to determine their suitability as an employee

Environmental Damage means

actual measurable adverse changes in the environment and/or biodiversity

Environmental Legal Liability means

any liability incurred by the Named Insured to pay compensation and claimants costs and expenses to a third party in respect of

- a. Bodily Injury
- b. Property Damage
- c. nuisance trespass to land or interference with any easement right of light water or way

arising out of Environmental Damage including associated Legal and Technical Costs.

For the avoidance of doubt, Environmental Legal Liability does not include any liability of the Named Insured to pay compensation and/or claimants costs and expenses to a third party in respect of Insured Costs and associated Legal and Technical Costs

incurred by that third party under Environmental Law as a result of Environmental Damage or the imminent threat of Environmental Damage.

EU means

any Member State of the European Community

Fungi means

any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or by products produced or released by fungi.

Insured means

the Named Insured as stated in the Policy Schedule and the Additional Insureds

Maximum Overall Limit of Indemnity means

a) the sum of all compensation payable under this Policy in respect of any one Occurrence.

and

b) all Pollution and Contamination and Environmental Legal Liability and Environmental Damage and Regulatory Liability which occurs or is deemed to have occurred in any one Period of Insurance

North America means

the United States of America its territories and possessions Puerto Rico and Canada

Occurrence means

any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Offshore Installation means

a. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation

b. any installation in the sea or tidal waters which is intended for the storage or recovery of gas

c. any pipe or system of pipes in or under the sea or tidal waters

d. any wind energy installation in the sea or tidal waters

- e. any installation in the sea or tidal waters which is intended to provide accommodation for persons who work on at or from the locations specified in Definition a. b. c. or d. above

Offshore Operations means

- a. the ownership or operation of
- b. travel (from the time of embarkation onto any vessel or aircraft for conveyance to an Offshore Installation until disembarkation onto land upon return from such Offshore Installation) to or from
- c. work or attendance on

any Offshore Installation.

Personal Injury means

- a. bodily injury death disease illness mental injury nervous shock
- b. invasion of the right of privacy wrongful arrest false imprisonment wrongful eviction or malicious prosecution

Pollution and Contamination means

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b. any Occurrence directly or indirectly caused by or arising out of such pollution or contamination.

Principal means

any party (other than a director partner or Employee of the Named Insured) with whom the Named Insured has entered into a contract in the course of the Business

Products means

any goods or other property sold supplied delivered installed erected repaired altered treated or tested by the Named Insured in connection with the Business and not in the Insured's charge or control.

Property Damage means

physical loss of or physical damage to material property other than Electronic Data

Regulatory Liability means

any liability incurred by the Named Insured

- a. under Environmental Law for Insured Costs and associated Legal and Technical Costs arising out of Environmental Damage or the Imminent Threat of Environmental Damage
- b. to pay compensation and claimants costs and expenses to a third party in respect of Insured Costs incurred by that third party under Environmental Law as a result of Environmental Damage or the Imminent Threat of Environmental Damage including associated Legal and Technical Costs.

Silica means

silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

Silica-related Dust means

a mixture or combination of Silica and other dust or particles.

Territorial Limits means

anywhere in the world in respect of operations of the Insured conducted at or from premises in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorism means

- a. an act, or acts, 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
- b. any preparation towards or any action taken in controlling, preventing, suppressing or in any way relating to any such act

If the Company allege that by reason of this Definition any particular act (or acts) constitutes Terrorism the burden of proving the contrary shall be upon the Insured.

PUBLIC AND PRODUCTS LIABILITY SECTION

DEFINITIONS APPLICABLE ONLY TO THIS PUBLIC AND PRODUCTS LIABILITY SECTION

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears in this Section only.

Additional definitions are stated elsewhere in General Definitions Applying to This Policy.

Business means

that which is specified in the Policy Schedule in respect of operations of the Named Insured conducted at or from premises in territories advised to the Company and shall include:

- a. the provision and management of catering social sports welfare childcare theatrical and related facilities including galas for the benefit of Employees
- b. the provision of fire first aid medical ambulance and security services
- c. private work carried out by an Employee for a director or partner or Employee of the Named Insured
- d. the ownership maintenance repair and occupation of premises or facilities
- e. attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
- f. provision of sponsorship
- g. repair or servicing of motor vehicles.
- h. Homecare Activities / Services
- i. Homecare Treatment Facilities

Excess means

the first part of all

- a. compensation and claimant costs and expenses
- b. Other Costs and Expenses
- c. Legal Defence Costs
- d. Court Attendance Compensation

payable in respect of each and every Occurrence to be borne by the Insured before the Company shall be liable to make any payment.

Homecare Activities / Services means

homecare including prophylaxis and in particular means:

- to administer food
- to administer/to apply gas
- to install/to set up instruments
- blood withdrawal and blood gas analysis
- other common care services
- dialysis/diabetes assistance/supervision
- psychological assistance/supervision
- cryotherapy
- telehealth assistance/supervision
- gas therapies (including oxygen assessment services and COPD rehabilitation)
- Other therapies (including chemotherapies, asthma management and aerosol therapies)
- to administer nonprescription medicine
- to administer medicine which is only available on prescription in line with the prescription

Homecare Treatment Facilities means

activities in connection with the operation of healthcare treatment facilities including

- operation of a treatment facility to provide medical ventilation (Remeo Center)
- operation of specialized weaning clinics
- operation of Sleep Center
- operation of Oxygen Assessment Center
- operation of Pulmonary Rehabilitation Center
- cryotherapy

- telehealth assistance/supervision
- gas therapies
- dialysis/diabetes assistance/supervision
- psychological assistance/supervision
- other therapies (including asthma management and aerosol therapies)
- ownership and use of instruments and treatments provided these instruments and treatments are acknowledged by medical science

Other Costs and Expenses means

reasonable costs and expenses incurred by the Company or with its written consent

- a. in connection with the defence of any claim
- b. for representation of the Insured at any coroner's inquest or fatal accident inquiry in respect of death which may be the subject of indemnity under this Policy.

COVERS PROVIDED BY THIS PUBLIC AND PRODUCTS
LIABILITY SECTION

Public and Products Liability

The Company will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of accidental

- a. Personal Injury
- b. Property Damage
- c. nuisance trespass to land or interference with any easement right of air light water or way

occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

Other Costs and Expenses

In addition the Company will pay Other Costs and Expenses.

**LIMITS OF INDEMNITY APPLYING TO THIS PUBLIC AND PRODUCTS LIABILITY
SECTION**

The Company's Liability

The Company's liability for all compensation payable in respect of

- a. any one Occurrence
- b. all Personal Injury and Property Damage occurring during any one Period of Insurance and caused by or arising from Products
- c. all Pollution and Contamination which is deemed to have occurred in any one Period of Insurance

shall not exceed the Limit of Indemnity shown in the Policy Schedule.

North American Costs

In respect of all

- a. claims made against the Insured in North America
- b. suits brought against the Insured before any Court arbitrator or tribunal in North America

the Limit of Indemnity shall be inclusive of the amount of all compensation claimants costs and expenses and Other Costs and Expenses

Aggregation of Limits

The Company's liability to the Insured shall not exceed in total the Limit of Indemnity shown in the Policy Schedule.

Extensions and Memoranda

The Company's Liability (as stated above) shall include any amount payable under any Extension or Memorandum

EXTENSIONS APPLYING TO THIS PUBLIC AND PRODUCTS LIABILITY SECTION

Advertising Liability

The Company will indemnify the Insured in the terms of this Section against legal liability to pay compensation and claimant's costs and expenses in respect of Advertising Liability only in respect of the Seagate Contract and does not apply otherwise.

In addition the Company will pay Other Costs and Expenses.

Advertising Liability shall mean:

- i. libel slander or defamation
- ii. any infringement of copyright or of title or slogan
- iii. piracy or unfair competition or idea misappropriation under an implied contract
- iv. any invasion of right of privacy

committed or alleged to have been committed within the Territorial Limits during the Period of Insurance in any advertisement publicity article broadcast or telecast in connection with the Business.

The Company will not indemnify the Insured in respect of claims made for:

1. failure or performance of contract except claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract
2. infringement of registered trade mark service mark or trade name by use thereof as the registered trade mark service mark or trade name of goods or services sold offered for sale or advertised except titles or slogans
3. incorrect description of any article or commodity
4. mistake in advertised price
5. the publication of a libel or utterance of a slander:
 - a. made prior to the effective date of this insurance
 - b. made at the direction of the Insured with the knowledge of the falsity thereof

For the purpose of this Extension the term Property Damage where used shall be deemed to read Property Damage or Advertising Liability.

Care Custody and Control

Exclusion Property in Insured's charge or control shall not apply to liability arising out of property in the custody or control of the Insured and whilst in or on or about the Insured's premises

Provided always that:

- a. the Company shall not be liable in respect of:
 - i. legal liability for loss of or damage to any property covered by any other policy in the name of the Insured.
 - ii. loss of or damage to any property belonging to or lent leased rented or hired to the Insured.
 - iii. the amount of any retained deductible or excess in any other policy in the name of the Insured.
 - iv. the cost of rectifying defective work.
- b. the liability of the Company for all damages compensation and claimants costs and expenses payable in respect of any one occurrence or all occurrences of a series consequent upon one source or original cause payable under this Extension shall not exceed GBP 250,000.

Court Attendance Payment

If during the Period of Insurance any partner director or Employee of the Named Insured is required to attend court as a witness at the request of the Company in connection with a Claim which is the subject of indemnity under this Section the Company will pay the following amount to the Named Insured for each day that attendance is required:

- a. any director or partner GBP 500
- b. any Employee GBP 250

Data Protection

The Company will indemnify the Named Insured and at the request of the Named Insured any partner director or Employee of the Named Insured against all sums which the Named Insured or any partner director or Employee of the Named Insured become(s) legally liable to pay as compensation for damage or distress resulting from failure of the Named Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance

Provided that the Named Insured is:

- i. a registered user in accordance with the terms of such legislation
- ii. not in business as a computer bureau

The Company's liability for all compensation claimants' costs and expenses and Other Costs and Expenses under this Extension in respect of all claims occurring during any one Period of Insurance shall not exceed GBP 500,000.

The Company will not pay for

- a. any damage or distress caused by any deliberate act or omission by the insured the result of which could reasonably have been expected by the insured having regard to the nature and circumstances of such act or omission
- b. any damage or distress caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying rewriting or erasing data
- d. liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties
- f. compensation ordered or awarded by a Court of Criminal Jurisdiction
- g. liability arising outside Great Britain Northern Ireland, The Isle of Man and the Channel Islands
- h. liability for damage or distress sustained by any Employee

Defective Premises Act

The Company will indemnify the Named Insured in the terms of this Section in respect of legal liability incurred under section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 for Personal Injury or Property Damage.

Provided that the indemnity:

- i. is in respect of premises in Great Britain or Northern Ireland.
- ii. will not apply where indemnity is provided by any other insurance.
- iii. will not apply to costs of remedying any defect or alleged defect in premises disposed of by the Named Insured

Indemnities to Additional Insureds

the Company will indemnify any Additional Insureds provided that

- a. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this Policy insofar as they can apply
- b. the Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule

- c. such Additional Insureds are not entitled to indemnity under any other policy for any Claim in respect of which indemnity may be provided under this Policy

Joint Insured - cross liabilities

If more than one party is named as the Insured this Policy shall apply as though each was insured separately, provided that the Company's liabilities to all parties indemnified shall not exceed in the aggregate the Limit of Indemnity shown in the Policy Schedule.

Legal Defence Costs

The Company will indemnify the Named Insured and if the Named Insured so requests any partner director or Employee of the Named Insured in the terms of this Extension in respect of

- a. reasonable costs and expenses incurred with the Company's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of

- i. any breach of any statutory duty resulting in Personal Injury or Property Damage
- ii. any offence under the provisions of
 - A. any common or statute law for manslaughter including but not limited to the Corporate Manslaughter and Corporate Homicide Act 2007
 - B. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - C. Part II of the Consumer Protection Act 1987
 - D. Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i. the Company shall not be liable for costs and expenses arising in connection with proceedings which relate solely to the health safety or welfare of any Employee
- ii. the Company shall not be liable for costs and expenses arising in connection with proceedings in which the Company has no interest of its own, or no longer has any interest of its own, under some other part of this Policy, other than this Extension. For the purpose of this Proviso only, interest means a direct or

indirect financial interest in the outcome of the proceedings to which the interest relates

- iii. the Company shall have the absolute conduct and control of all the said proceedings and appeals
- iv. all costs and expenses payable under this Extension shall be subject to the Limit of Indemnity under this Section as shown in the Policy Schedule. In respect of this Extension the Limit of Indemnity shall be inclusive of all such amounts
- v. this Section shall not apply to
 - A. fines or penalties of any kind
 - B. any costs expenses or reimbursements arising in connection with any order made under sections 16,17 or 36 of the Consumer Protection Act 1987.
 - C. costs or expenses insured by any other policy
 - D. proceedings brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
 - E. any remedial or publicity orders made under the Corporate Manslaughter and Homicide Act 2007
 - F. compensation ordered or awarded by a Court of Criminal Jurisdiction
 - G. proceedings consequent upon any deliberate act or omission by
 - i. the Insured
 - ii. any partner or director of the Insured
 - iii. any Employee with any specific responsibility for compliance with the legislation or law specified in this Extension

which could reasonably have been expected to constitute a breach of or an offence under the legislation or law specified in this Extension

Medical Malpractice Extension

The Company will indemnify the Insured and if the Insured requests any partner director or Employee of the Insured in the terms of this Policy in respect of all Claims made against the Insured during the Period of Insurance by reason of any allegation of any negligent act error or omission in the course of Homecare Activities /Services or Homecare Treatment Facilities undertaken by the Insured.

For the purposes of this Extension:

- 1. the Company's liability to the Insured and other parties indemnified shall not

exceed in the aggregate the Policy Limit of Indemnity as stated in the Policy Schedule

2. the Company shall not be liable for any Claim or loss arising from implants (except tracheal cannulas).
3. the Company will indemnify any surgeon physician doctor dentist nurse or midwife in respect of any act error or omission committed in the course of their duties as qualified medical practitioners in connection with the Insured's Business.
4. the Medical Malpractice Exclusion shall not apply;
5. the Other Insurances Clause shall not apply.
6. the exclusion of medical practitioners in Additional Insureds clause b. shall not apply.

Subject otherwise to the terms and conditions of this Policy (and Section).

Motor Contingent Liability

The Vehicles and Craft Exclusion, paragraph a.i. shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned provided or being driven by the Named Insured but this Section shall not apply to any such liability

- a. in respect of loss of or damage to the said vehicle
- b. arising out of any such use in any country outside of the United Kingdom
- c. incurred by any party other than the Named Insured and Extension Indemnities to Additional Insureds shall not apply thereto.

for the purpose of this Extension Exclusion Injury to Employees shall not apply

Offshore Operations

Notwithstanding the Offshore Operations Exclusion the Company will indemnify the Insured against legal liability in respect of

- a. work or attendance on
- b. travel (from the time of embarkation onto any vessel or aircraft for conveyance to an Offshore Installation until disembarkation onto land upon return from such Offshore Installation) to or from

any Offshore Installation

Provided that no more than three Employees are present on or travelling to or from any Offshore Installation at any one time.

Overseas Personal Cover

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of

- a. any partner director or Employee of the Named Insured
- b. any spouse or child accompanying such partner director or Employee of the Named Insured

in the course of any journey or temporary visit outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man made in connection with the Business.

Tenants Liability

This policy includes liability of the Insured for damage to or destruction of any real property and any components parts thereof used by the Insured under a contract of tenancy, hire, lending for use, leasing or any other contract of similar nature and utilized in course of conducted activities.

EXCLUSIONS APPLYING TO THIS PUBLIC AND PRODUCTS LIABILITY SECTION

Advice and Design

This Section does not cover legal liability consequent upon advice design specification inspection certification or testing provided or performed for a fee by or on behalf of the Insured and not connected with the supply or intended supply of the Insured's Products

Asbestos

This Section does not cover any liability directly or indirectly caused by or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability

Provided that

- a. in respect of liability for Property Damage, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
- b. in respect of liability for Personal Injury, only that part of any such Injury which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

proviso a. and b. shall not apply to, and no indemnity shall be provided for, any claim made or suit brought against the Insured before any court arbitrator or tribunal in North America resulting from asbestos in any form

Contract Works and JCT Clause 6.5.1

This Section does not cover liability

- a. in respect of Property Damage to, or nuisance trespass to land comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured or
- b. against which the Insured or a Principal is required to effect insurance under the terms of Clause 6.5.1 of the J.C.T. Conditions of Contract, 2005 clauses 18.2 to 18.3 of the FIDIC Conditions of Contract 1999 or of any other contract condition requiring insurance of a like kind.

Damage to goods supplied etc.

This Section does not cover liability in respect of

- a. loss of or damage to any goods or other property, sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured
- b. all costs of or arising from the need for making good removal repair rectification replacement or recall of
 - i. any such goods or property
 - ii. any defective work executed by or on behalf of the Insured.

Provided that paragraph a. and b.i. above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

- 1. any alteration repair or servicing work executed
- 2. any other goods or property sold supplied delivered installed or erected

by the Insured under a separate contract.

Design and / or construction of buildings

This Section does not cover any liability arising from the Design and / or construction of buildings

Excess Clause

This Section does not cover the amount of the Excess specified in the Policy Schedule.

HIV

This Section does not cover any liability arising from:

- a. The Human Immune Deficiency Virus (HIV)
- b. The Acquired Immune Deficiency Syndrome Related Complex (ARC)
- c. The Acquired Immune Deficiency Syndrome (AIDS)
- d. Any virus complex or syndrome that is related to the foregoing.

Injury to Employees

This Section does not cover liability in respect of Personal Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured

Medical Malpractice

This Section does not cover any liability in respect of any error or omission committed by any surgeon physician doctor dentist nurse or midwife in the course of their duties as qualified medical practitioners

North America

This Section does not cover liability arising in North America directly or indirectly caused by or arising from:

- a. the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such Personal Injury or Property Damage.

Provided that this Exclusion does not apply to any Fungi or bacteria that are, are on, or are contained in, a good or product intended for consumption.

- b. the actual, alleged, threatened or suspected inhalation of, or ingestion of, Silica or Silica-related Dust.

Offshore Operations

This Section does not cover any liability in respect of the possession and/or operation of Offshore Operations.

Penalties Liquidated and Punitive damages

This Section does not cover any liability in respect of

- a. fines penalties or liquidated damages
- b. punitive exemplary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages
- c. compensation ordered or awarded by any Court of Criminal Jurisdiction

Pollution

This Section does not cover any liability in respect of

- a. Pollution and Contamination occurring
 - i. in North America
 - ii. elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
- b. Environmental Legal Liability, Regulatory Liability or Pollution or Contamination to which Section the Section Environmental Impairment Liability applies

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Products

In respect of Personal Injury or Property Damage caused by or arising from Products this Section shall not apply to:

- a. any liability which attaches to the Insured solely under the terms of an agreement other than
 - i. under any warranty of goods implied by law
 - ii. under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Personal Injury or loss of or damage to material property caused by Products entrusted to such carrier for transit by road rail or waterway.
- b. any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft

Property in Insured's charge or control

This Section does not cover any liability in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than

- a. personal effects or vehicles of any partner director or Employee of or visitor to the Insured
- b. premises (and their contents) not belonging leased rented or hired to the Insured but temporarily in the Insured's charge for the purpose of carrying out work
- c. premises (including their fixtures and fittings) leased rented or hired to the Insured but this Section shall not apply to liability attaching to the Insured solely under the terms of any tenancy or other agreement

Radioactive Contamination

This Section does not cover liability in respect of

- a. loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature
- c. any Personal Injury

directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Terrorism

This Section does not cover any liability caused by or arising from Terrorism.

Tobacco

This Section does not cover any liability arising out of or in any way related to the actual or alleged emergence, contraction, aggravation or exacerbation of any illness or disease, including but not limited to:

- a. addiction or chemical dependence
- b. cancer, carcinoma, cancerous or pre-cancerous condition
- c. arteriosclerosis, heart disease, hypertension, emphysema
- d. prenatal injury or birth defect

resulting from or alleged to result from consumption or use of tobacco products, or exposure to tobacco products, including smoke or any other gaseous by-product therefrom.

The Company shall have no duty to defend any suit seeking to impose such liability.

Vehicles and craft

This Section does not cover any liability arising out of the ownership possession or use by or on behalf of the Insured of

- a. any mechanically propelled vehicle or trailer attached thereto
 - i. whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation excepting liability arising out of the operation (as a tool) of any mechanical plant
 - ii. if such liability is insured by any other policy as required by any road traffic legislation to be subject of compulsory insurance or other security
- b. any vessel or craft designed to travel in on or through water air or space other than barges motor launches and non-powered craft not exceeding 10 metres in length used on inland or territorial waters.

War

This Section does not cover liability in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

Welding Health Hazard Exclusion

This Section does not apply to Personal Injury caused directly or indirectly by the actual, alleged or threatened inhalation, ingestion, absorption, or exposure to harmful fumes or gases caused by "welding materials and equipment" used in connection with the process of welding or fusing together of any metals or other materials.

For purposes of this exclusion, "welding materials and equipment" mean:

- a. Welding machinery or other welding process equipment;
- b. Welding rods;
- c. Electrodes;
- d. Any consumable products including, but not limited to wires, fluxes, coatings or cleaning agents.

All other terms and conditions remain unaltered.

CONDITIONS APPLYING TO THIS PUBLIC AND PRODUCTS LIABILITY SECTION

Additional Conditions are stated elsewhere in General Conditions Applying to This Policy.

Reasonable Precautions

The Insured shall take all reasonable precautions to prevent accidents and to prevent or cease any activity which may give rise to a liability and any Personal Injury or Property Damage, nuisance trespass to land or interference with any easement right of air light water or way and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

FINANCIAL LOSS SECTION

DEFINITIONS APPLICABLE ONLY TO THIS FINANCIAL LOSS SECTION

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears in this Section only.

Additional definitions are stated elsewhere in General Definitions Applying to This Policy.

Business means

that which is specified in the Policy Schedule in respect of operations of the Named Insured conducted at or from premises in territories advised to the Company and shall include:

- i. the provision and management of catering social sports welfare childcare theatrical and related facilities including galas for the benefit of Employees
- ii. the provision of fire first aid medical ambulance and security services
- iii. private work carried out by an Employee for a director or partner or Employee of the Named Insured
- iv. the ownership maintenance repair and occupation of premises or facilities
- v. attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
- vi. provision of sponsorship
- vii. repair or servicing of motor vehicles.

Contractual Liability means

any liability of the Named Insured that arises directly or indirectly out of or in relation to any contract entered into by the Named Insured or any liability howsoever otherwise arising where the Named Insured is or was at any material time in a contractual relationship with the claimant

Excess means

the first part of all

- a. compensation and claimant costs and expenses
- b. Other Costs and Expenses
- c. Legal Defence Costs

d. Court Attendance Compensation

payable in respect of each and every Occurrence to be borne by the Insured before the Company shall be liable to make any payment.

Financial Loss means:

any pecuniary loss cost or expense incurred by any person other than the Named Insured or a director or Employee of the Named Insured

Intellectual Property Rights means

any patent trade mark copyright registered design technical or commercial information or other intellectual property

Internet Liability means

Any liability in respect of corruption, theft or destruction of Electronic Data including but not limited to such corruption, theft or destruction caused by:

- a. any breach of the security of any computer system used by the Named Insured due to unauthorised access to, use of, tampering with or the malicious introduction of code into such systems
- b. Transmission of any computer virus to any third party

Other Costs and Expenses means

reasonable costs and expenses incurred by the Company or with its written consent in connection with the defence of any claim which may be the subject of indemnity under this Section.

COVERS PROVIDED BY THIS FINANCIAL LOSS SECTION

Financial Loss

The Company will indemnify the Named Insured against legal liability (Other than Contractual Liability) to pay compensation and claimants costs and expenses incurred in connection with the Business

- a. in respect of Financial Loss which is sustained within the Territorial Limits

and
- b. for which any Claim is first made against the Named Insured and notified to the Company during the Period of Insurance

Other Costs and Expenses

In addition the Company will pay Other Costs and Expenses.

**LIMITS OF INDEMNITY APPLYING TO THIS FINANCIAL
LOSS SECTION**

The Company's liability

The Company's liability for all compensation payable in respect of all Claims made during any one Period of Insurance shall not exceed the Limit of Indemnity shown in the Policy Schedule and shall be inclusive of the amount of all compensation claimants costs and expenses and Other Costs and Expenses

Aggregation of Limits

The Company's liability to the Named Insured shall not exceed in total the Limit of Indemnity shown in the Policy Schedule.

Extensions and Memoranda

The Company's Liability (as stated above) shall include any amount payable under any Extension or Memorandum

EXTENSIONS APPLYING TO THIS FINANCIAL LOSS SECTION

Court Attendance Payment

If during the Period of Insurance any partner director or Employee of the Named Insured is required to attend court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will pay the following amount to the Named Insured for each day that attendance is required:

- a. any director or partner GBP 500
- b. any Employee GBP 250

Indemnities to other parties

If the Named Insured so requests the Company will indemnify any partner director or Employee of the Named Insured against liability incurred in such capacity and in respect of which the Named Insured would have been entitled to indemnity under this Section if the claim had been made against the Named Insured as though each such party was individually named as the Named Insured in this Section

Provided that each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply

EXCLUSIONS APPLYING TO THIS FINANCIAL LOSS SECTION

Anti-trust laws

This Section does not cover liability arising out of any breach or alleged breach of anti-trust laws

Asbestos

This Section does not cover any liability directly or indirectly caused by or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability

Damage to goods supplied etc.

This Section does not cover liability in respect of

- a. loss of or damage to any goods or other property, sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured
- b. all costs of or arising from the need for making good removal repair rectification replacement or recall of
 - i. any such goods or property
 - ii. any defective work executed by or on behalf of the Insured.

Provided that paragraph a. and b.i. above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

1. any alteration repair or servicing work executed
2. any other goods or property sold supplied delivered installed or erected

by the Insured under a separate contract.

Delays Non-performance and Financial Default

This Section does not cover any liability arising out of or in connection with:

- i. the failure or inability of any Product to perform the intended function or serve the purpose intended
- ii. non completion delay strikes labour disputes financial default or insolvency

Deliberate Acts

This Section does not cover liability arising out of any deliberate act or omission of the Insured or partner or director of the Insured where a financial loss could reasonably have been foreseen having regard to the nature and circumstances of such act or omission

Design and / or construction of buildings

This Section does not cover any liability arising from the Design and / or construction of buildings

Diminution of value

This Section does not cover any claim for diminution of value of

- i. any Product
- ii. any defective work executed by the Insured.
- iii. land or any buildings or premises thereon

Employment Practices Liability

This Section does not cover any claim

- i. made by any Employee arising out of employment in the business
- or
- ii. for any employment-related practices policies acts or omissions
- or
- iii. for a refusal to employ any person or the termination of any person's employment

Excess Clause

This Section does not cover the amount of the Excess specified in the Policy Schedule.

Fraud and dishonesty

This Section does not cover liability arising out of any act of fraud or dishonesty by the Insured or any partner or director of the Insured

HIV

This Section does not cover any liability arising from:

- a. The Human Immune Deficiency Virus (HIV)

- b. The Acquired Immune Deficiency Syndrome Related Complex (ARC)
- c. The Acquired Immune Deficiency Syndrome (AIDS)
- d. Any virus complex or syndrome that is related to the foregoing.

Injury and Damage

This Section does not cover liability in respect of any

- a. Personal Injury mental anguish discrimination or humiliation
- b. Property Damage
- c. nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way
- d. libel slander or defamation of character

Intellectual Property Rights

This Section does not cover liability in respect of any infringement of Intellectual Property Rights

Internet Liabilities

This Section does not cover any Internet Liability

Medical Malpractice

This Section does not cover any liability in respect of any error or omission committed by any surgeon physician doctor dentist nurse or midwife in the course of their duties as qualified medical practitioners

North America

This Section does not cover

- a. any financial loss sustained in North America
- b. any claim made or suit brought against the Insured before any Court arbitrator or tribunal in North America or in respect of the enforcement upholding or registration against the Insured by any court arbitrator or tribunal outside North America of any damages awarded by any court arbitrator or tribunal in North America

Offshore Operations

This Section does not cover any liability in respect of Offshore Operations

Penalties Liquidated and Punitive damages

This Section does not cover any liability in respect of

- a. fines penalties or liquidated damages
- b. punitive exemplary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages
- c. compensation ordered or awarded by any court of criminal jurisdiction

Pollution

This Section does not cover any liability in respect of

- a. Pollution and Contamination occurring
 - i. in North America
 - ii. elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
- b. Environmental Legal Liability, Regulatory Liability or Pollution or Contamination to which Section the Section Environmental Impairment Liability applies

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Professional Indemnity

This Section does not cover legal liability

- a. consequent upon any advice design specification inspection certification or testing provided or performed by or on behalf of the Insured

or

- b. arising out of any breach of professional duty

Radioactive Contamination

This Section does not cover liability in respect of

- a. loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature
- c. any Personal Injury

directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Retroactive Date

This Section does not cover liability arising out of any cause occurring before the Retroactive Date specified in the Policy Schedule

Statutory Authorities

This Section does not cover any liability toward any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties

Terrorism

This Section does not cover any liability caused by or arising from Terrorism.

Tobacco

This Section does not cover any liability arising out of or in any way related to the actual or alleged emergence, contraction, aggravation or exacerbation of any illness or disease, including but not limited to:

- a) addiction or chemical dependence
- b) cancer, carcinoma, cancerous or pre-cancerous condition
- c) arteriosclerosis, heart disease, hypertension, emphysema
- d) prenatal injury or birth defect

resulting from or alleged to result from consumption or use of tobacco products, or exposure to tobacco products, including smoke or any other gaseous by-product therefrom.

The Company shall have no duty to defend any suit seeking to impose such liability.

Vehicles and craft

This Section does not cover any liability arising out of the ownership possession or use by or on behalf of the Insured of

- a. any mechanically propelled vehicle or trailer attached thereto

- i. whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation excepting liability arising out of the operation (as a tool) of any mechanical plant
 - ii. if such liability is insured by any other policy as required by any road traffic legislation to be subject of compulsory insurance or other security
- b. any vessel or craft designed to travel in on or through water air or space other than barges motor launches and non-powered craft not exceeding 10 metres in length used on inland or territorial waters.

War

This Section does not cover liability in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

Welding Health Hazard Exclusion

This Section does not apply to Personal Injury caused directly or indirectly by the actual, alleged or threatened inhalation, ingestion, absorption, or exposure to harmful fumes or gases caused by "welding materials and equipment" used in connection with the process of welding or fusing together of any metals or other materials.

For purposes of this exclusion, "welding materials and equipment" mean:

- a. Welding machinery or other welding process equipment;
- b. Welding rods;
- c. Electrodes;
- d. Any consumable products including, but not limited to wires, fluxes, coatings or cleaning agents.

All other terms and conditions remain unaltered.

CONDITIONS APPLYING TO THIS FINANCIAL LOSS SECTION

Additional Conditions are stated elsewhere in General Conditions to This Policy.

Reasonable Precautions

The Named Insured shall take all reasonable precautions to prevent or cease any activity which may give rise to a liability and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

PROFESSIONAL INDEMNITY SECTION

DEFINITIONS APPLICABLE ONLY TO THIS PROFESSIONAL INDEMNITY SECTION

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears in this Section only.

Additional definitions are stated elsewhere in the General Definitions Applying to This Policy.

Agent means

any person or firm including sub-consultants directly appointed by the Insured or the Predecessors to act on their behalf

Business means

that which is specified in the Policy Schedule in respect of operations of the Named Insured conducted at or from premises in territories advised to the Company and shall include:

- i. the provision and management of catering social sports welfare childcare theatrical and related facilities including galas for the benefit of Employees
- ii. the provision of fire first aid medical ambulance and security services
- iii. private work carried out by an Employee for a director or partner or Employee of the Named Insured
- iv. the ownership maintenance repair and occupation of premises or facilities
- v. attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
- vi. provision of sponsorship
- vii. repair or servicing of motor vehicles.

Excess means

the first part of all

- a. compensation and claimant costs and expenses
- b. Other Costs and Expenses
- c. Legal Defence Costs
- d. Court Attendance Compensation

payable in respect of each and every Claim to be borne by the Named Insured before the Company shall be liable to make any payment.

Financial Loss means

Any pecuniary loss cost or expense incurred by any person other than the Named Insured or a director or Employee of the Named Insured

Intellectual Property Rights means

Any patent trade mark copyright registered design technical or commercial information or other intellectual property

Internet Liability means

Any liability in respect of corruption, theft or destruction of

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and such facts concepts and information shall include programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

including but not limited to such corruption, theft or destruction caused by:

- a. Any breach of the security of any computer system used by the Named Insured due to unauthorised access to, use of, tampering with or the malicious introduction of code into such systems
- b. Transmission of any computer virus to any third party

Medical Malpractice

This Section does not cover any liability in respect of any error or omission committed by any surgeon physician doctor dentist nurse or midwife in the course of their duties as qualified medical practitioners

Other Costs and Expenses means

reasonable costs and expenses incurred by the Company or with its written consent in connection with the defence of any Claim which may be the subject of indemnity under this Section.

Predecessors means

any person practice or other firm to which the Named Insured has succeeded

Wrongful Act means

neglect error or omission occurring or committed in good faith in the performance of the Business by

- a. the Named Insured
- b. any Employee
- c. any Agent
- d. any other person, firm or company acting jointly with the Named Insured

and not occurring or committed in connection with the manufacture construction erection or installation of Products or the supply of materials or equipment

COVERS PROVIDED BY THIS PROFESSIONAL INDEMNITY SECTION

Professional Indemnity

The Company will indemnify the Named Insured against legal liability to pay compensation and claimant's costs and expenses

- a. in respect of all Claims sustained within the Territorial Limits and incurred in connection with the Business

and

- b. for which such Claim is first made against the Named Insured during the Period of Insurance

and

- c. notified to the Company during or within thirty days after expiry of the same Period of Insurance

for

any breach of professional duty by reason of any Wrongful Act in the performance of the Business.

Other Costs and Expenses

In addition the Company will pay Other Costs and Expenses

LIMITS OF INDEMNITY APPLYING TO THIS PROFESSIONAL INDEMNITY SECTION

The Company's liability

The Company's liability for all compensation payable in respect of all Claims made during any one Period of Insurance shall not exceed the Limit of Indemnity shown in the Schedule and shall be inclusive of the amount of all compensation claimants costs and expenses and Other Costs and Expenses

Aggregation of Limits

The Company's liabilities to the Named Insured and all other parties indemnified shall not exceed in total the Limit of Indemnity shown in the Schedule.

Claims Series Clause

All Claims which are attributable directly or indirectly or allegedly to

- a. one and the same Wrongful Act
- b. a series of Wrongful Acts arising out of the same source or original cause

shall be added together and treated as one Claim. All such Claims shall be deemed to have occurred on the day the first Claim is made.

The Company's liability for all compensation arising out of such Claim or series of Claims shall not exceed the Limit of Indemnity shown in the Schedule.

Extensions and Memoranda

The Company's liability (as stated above) shall include any amount payable under any Extension or Memorandum

EXTENSIONS APPLYING TO THIS PROFESSIONAL INDEMNITY SECTION

Compensation for court attendance

In the event of the legal advisers acting on behalf of the Named Insured with the consent of the Company requiring any of the Named Insured to attend court as a witness in connection with a Claim made against the Named Insured and notified under this insurance the Company will provide compensation at the following rates of each day on which attendance is required.

- | | | |
|----|--|---------|
| a. | any principal partner or director of the Insured | GBP 500 |
| b. | any Employee | GBP 250 |

Indemnities to other parties

If the Named Insured so requests the Company will indemnify any partner director or Employee of the Named Insured against liability incurred in such capacity and in respect of which the Named Insured would have been entitled to indemnity under this Section if the Claim had been made against the Named Insured as though each such party was individually named as the Named Insured in this Section.

Provided that each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply

EXCLUSIONS APPLYING TO THIS PROFESSIONAL INDEMNITY SECTION

Anti-trust laws

This Section does not cover any liability arising out of any breach or alleged breach of anti-trust laws or competition laws or regulations.

Asbestos

This Section does not cover any liability directly or indirectly caused by or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability

Provided that

- a. in respect of liability for Property Damage, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
- b. in respect of liability for Personal Injury, only that part of any such Injury which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

proviso a. and b. shall not apply to, and no indemnity shall be provided for, any Claim made or suit brought against the Insured before any court arbitrator or tribunal in North America resulting from asbestos in any form.

Delays Non-performance and Financial Default

This Section does not cover any liability arising out of or in connection with:

- i. the failure or inability of any Product to perform the intended function or serve the purpose intended
- ii. non completion delay strikes labour disputes financial default or insolvency.

Design and / or construction of buildings

This Section does not cover any liability arising from the Design and / or construction of buildings

Directors or Officers

This Section does not cover any liability in respect of any actual or potential Claim made or regulatory or administrative proceedings brought against any natural person in their capacity as a director or officer of any Insured.

Employment Practices Liability

This Section does not cover any claim

- i. made by any Employee arising out of employment in the business

or

- ii. for any employment-related practices policies acts or omissions

or

- iii. for a refusal to employ any person or the termination of any person's employment.

ERISA and Pension Trustees Liability

This Policy does not cover any liability arising out of or attributable to:

- a. Employee Retirement Income Security Act of 1974
- b. the activities of any Pension Fund provided or managed by the Insured and Extension 2 of this Section shall exclude indemnity to any Trustee of any Pension Fund in their capacity as such.

Excess Clause

This Section does not cover the amount of the Excess specified in the Policy Schedule.

Fraud and dishonesty

This Section does not cover liability arising out of any act of fraud or dishonesty by the Insured or any partner or director of the Insured.

HIV

This Section does not cover any liability arising from:

- a. The Human Immune Deficiency Virus (HIV)
- b. The Acquired Immune Deficiency Syndrome Related Complex (ARC)
- c. The Acquired Immune Deficiency Syndrome (AIDS)
- d. Any virus complex or syndrome that is related to the foregoing.

Injury and Damage

This Section does not cover liability in respect of any

- a. Personal Injury mental anguish discrimination or humiliation
- b. Property Damage
- c. nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way
- d. libel slander or defamation of character
unless such liability arises out of advice design specification inspection certification or testing provided or performed solely for a fee, or in circumstances where a fee would usually be charged, and not connected with the supply or intended supply of Products or materials or equipment.

Intellectual Property Rights

This Section does not cover liability in respect of any infringement of Intellectual Property Rights

Inter company actions

This Section does not cover any liability toward any entity

- a. which is owned or controlled by the Insured or in which the Insured owns a shareholding greater than 10%
- b. which owns or controls the Insured
- c. which is affiliated with the Insured through common ownership.

Internet Liabilities

This Section does not cover any Internet Liability.

Manufacture and Supply

This Section does not cover any liability arising from the provision of advice, design or specification where the Insured contracts to

- a. manufacture, construct, erect or install any Product
or
- b. supply materials or equipment

Non-performance

any Claim due or alleged to be due to non-performance of any contractual obligation to a third party unless such non-performance is due to a Wrongful Act.

Penalties Liquidated and Punitive damages

This Section does not cover any liability in respect of

- a. fines penalties or liquidated damages
- b. punitive exemplary restitutionary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- c. compensation ordered or awarded by any court of criminal jurisdiction.

Pollution and Contamination

This Section does not cover any liability in respect of

- a. Pollution or Contamination of any kind.
- b. Environmental Legal Liability, Regulatory Liability or Pollution or Contamination to which Section the Section Environmental Impairment Liability applies

Racketeering in North America

This Section does not provide an indemnity in respect of any liability arising out of or attributable to any actual violation of the Racketeer Influenced and Corrupt Organisations Act 18 USC Sections 1961 et seq. and any amendments thereto or any rules or regulations promulgated thereunder.

Radioactive Contamination

This Section does not cover liability in respect of

- a. loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature
- c. any Personal Injury

directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Retroactive Date

This Section does not cover liability arising out of any cause occurring before the Retroactive Date specified in the Policy Schedule.

Statutory and Regulatory Authorities

This Section does not cover any liability

- a. toward any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
- b. arising from the obligations imposed on the Insured by any statutory or regulatory body.

Terrorism

This Section does not cover any liability caused by or arising from Terrorism.

Tobacco

This Section does not cover any liability arising out of or in any way related to the actual or alleged emergence, contraction, aggravation or exacerbation of any illness or disease, including but not limited to:

- e. addiction or chemical dependence
- f. cancer, carcinoma, cancerous or pre-cancerous condition
- g. arteriosclerosis, heart disease, hypertension, emphysema
- h. prenatal injury or birth defect

resulting from or alleged to result from consumption or use of tobacco products, or exposure to tobacco products, including smoke or any other gaseous by-product therefrom.

The Company shall have no duty to defend any suit seeking to impose such liability.

War

This Section does not cover liability in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

Welding Health Hazard Exclusion

This Section does not apply to Personal Injury caused directly or indirectly by the actual, alleged or threatened inhalation, ingestion, absorption, or exposure to harmful fumes or

gases caused by “welding materials and equipment” used in connection with the process of welding or fusing together of any metals or other materials.

For purposes of this exclusion, “welding materials and equipment” mean:

- a. Welding machinery or other welding process equipment;
- b. Welding rods;
- c. Electrodes;
- d. Any consumable products including, but not limited to wires, fluxes, coatings or cleaning agents.

All other terms and conditions remain unaltered.

CONDITIONS APPLYING TO THIS PROFESSIONAL INDEMNITY SECTION

Additional Conditions are stated elsewhere in General Conditions To This Policy.

Reasonable Precautions

The Named Insured shall take all reasonable precautions to prevent or cease any activity which may give rise to a liability and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

ENVIRONMENTAL IMPAIRMENT LIABILITY SECTION

THIS IS A LOSSES DISCOVERED SECTION

SUB-SECTION 1 - ENVIRONMENTAL LEGAL LIABILITY

COVERS PROVIDED BY THIS SUB-SECTION

The Company will indemnify the Named Insured against Environmental Legal Liability incurred under the laws of one or more of the United Kingdom, the Isle of Man or the Channel Islands.

Provided that

1. the Environmental Damage is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance or after the Retroactive Date and prior to the Policy Inception Date; and
2. the Environmental Damage and Bodily Injury, Property Damage or nuisance trespass to land or interference with any easement right of light water or way
 - A. occur
 - a. during the Period of Insurance; or
 - b. after the Retroactive Date and prior to the Policy Inception Date; and
 - B. arise directly or indirectly in respect of or as a result of:
 - a. the Named Insured's Activities; or
 - b. event, occurrence, discovery or cause on the Named Insured's Own Site that is unconnected with the Named Insured's Activities; and
 - C. is / are each First Discovered during the Period of Insurance or, if applicable, Extended Reporting Period.

SUB-SECTION 2 - OFF-SITE REGULATORY LIABILITY

COVERS PROVIDED BY THIS SUB-SECTION

The Company will indemnify the Named Insured against Regulatory Liability arising out of Environmental Damage or its Imminent Threat Off-Site

Provided that

1. the Regulatory Liability is incurred under or arises out of the Environmental Law of one or more of the United Kingdom, the Isle of Man or the Channel Islands; and
2. the Environmental Damage or its Imminent Threat arises directly or indirectly in respect of or as a result of the Named Insured's Activities ; and
3. the Environmental Damage is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance or after the Retroactive Date and prior to the Policy Inception Date; and
4. the Environmental Damage or its Imminent Threat occurs Off-Site
 - a. during the Period of Insurance; or
 - b. after the Retroactive Date and prior to the Policy Inception Date

and is / are each First Discovered during the Period of Insurance or, if applicable, the Extended Reporting Period

**LIMITS OF INDEMNITY PROVIDED BY THIS ENVIRONMENTAL
LIABILITY SECTION**

The Company's liability for all

- a. compensation and claimants costs and expenses; and
- b. Insured Costs; and
- c. Legal and Technical Costs

payable in respect of Legal Liability and Regulatory Liability shall not exceed in the aggregate for the Period of Insurance the Limit of Indemnity shown in the Policy Schedule.

GENERAL DEFINITIONS APPLYING TO THIS ENVIRONMENTAL LIABILITY SECTION

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Additional definitions are stated elsewhere in General Definitions Applying to This Policy.

Baseline Condition means

the condition of the environment at the time when the Environmental Damage occurred.

Bodily Injury means

bodily injury death disease illness mental injury or nervous shock sustained by any person

Complementary Remediation Costs means

expenses incurred in taking remedial measures in relation to the environment and/or biodiversity additional to Primary Remediation Costs as required by Environmental Law to compensate for the fact that primary remediation does not restore the environment to the Baseline Condition.

Compensatory Remediation Costs means

expenses incurred in taking action to compensate for interim losses of the environment and/or biodiversity required by Environmental Law from the date of the Environmental Damage until restoration to the Baseline Condition has achieved its full effect

Costs of Remediation means

expenses incurred in investigation, removal, treatment or remediation including associated monitoring and disposal as necessitated or required by Environmental Law. Where necessitated or required by Environmental Law, Costs of Remediation may include but are not limited to :

- Primary Remediation Costs
- Complementary Remediation Costs
- Compensatory Remediation Costs

Environmental Law means

any law, statute, statutory instrument, bylaw, regulation, guidance or standards having the force of law, or any notice, order, instruction or judgement of any governmental or statutory body or authority or court that :

- relates to the taking of remedial or preventative action in respect of Environmental

Damage or its Imminent Threat; and

- is enforceable only by a regulatory authority or body and not by a third party

Excess means

the first part of all Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs payable in respect of each and every occurrence to be borne by the Insured before the Company shall be liable to make any payment.

Extended Reporting Period means

the additional period of time following cancellation or failure to renew at the end of a series of two or more continuous and consecutive Periods of Insurance in which

Sub-Section 1:

- the Environmental Damage and
- Bodily Injury and
- Property Damage and
- nuisance trespass to land or interference with any easement right of light water or way

Sub-Section 2:

- the Environmental Damage

occurring before the expiry of the last Period of Insurance in that series, and after the Retroactive Date, is /are First Discovered by the Named Insured.

The Extended Reporting Period does not apply if cancellation is due to non-payment of the premium.

For the avoidance of doubt, the terms and conditions which applied to the Section before the Section cancellation or expiry remain unaltered during the Extended Reporting Period. The Limit of Indemnity and Excess applicable prior to Section cancellation or expiry will not be increased or reinstated for the Extended Reporting Period.

First Discovered means

the first verifiable discovery (whichever is the earliest) of :

Sub-Section 1 : Environmental Damage or Bodily Injury or Property Damage or nuisance trespass to land or interference with any easement right of light water or way

Sub-Section 2 : Environmental Damage or its Imminent Threat

to / by a responsible and competent person within the Named Insured who is responsible for such matters.

If Legal Liability and Regulatory Liability arise out of the same Environmental Damage the first verifiable discovery of Environmental Damage in respect of one shall be

construed as the first verifiable discovery of Environmental Damage in respect of the other.

Genetically Modified Organisms means

an organism, with the exception of human beings, in which the genetic material has been altered in a way that does not occur naturally by mating and/or natural recombination

Immediate Prevention Costs means

reasonable and necessary expenses incurred with the prior consent of the Company in connection with measures necessitated or required by Environmental Law to be taken by or on behalf of the Named Insured to prevent an Imminent Threat.

If under the circumstances of the individual case there is no time for the prior consent of the Company to be obtained, the Company will reimburse the expenses that the Insured could reasonably regard as appropriate under the circumstances provided that in this case the Insured notifies the Company within one (1) business day of the measures taken.

Imminent Threat means

a significant likelihood that Environmental Damage

- will occur or
- will become greater in extent or consequence

in the near future

Insured's Activities means

all activities of the Named Insured in connection with the Business as defined in the Policy Schedule and includes the occupation of any premises or land by the Named Insured

Insured Costs means

1. Costs of Remediation
2. Immediate Prevention Costs

Internal Costs means

additional costs of manpower, including overtime and allowances, expended or incurred by the Named Insured

Legal and Technical Costs means

Sub-Section 1

reasonable costs and expenses incurred with the written consent of the Company

- a. in connection with the defence of any Claim
- b. for representation of the Named Insured
 - i. at any coroner's inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Bodily Injury or Property Damage

which may be the subject of indemnity under this Section.

Sub-Section 2

reasonable and necessary

- a. legal costs (including but not limited to costs in connection with the defence of any action by any regulatory authority for costs which such authority is able at law to recover from the Named Insured)
- b. technical costs in connection with the investigation and assessment of remedial measures, including professional fees.
- c. additional and verifiable Internal Costs

incurred by the Named Insured with the written prior consent of the Company (other than as provided for within the Immediate Prevention Costs cover).

Limit of Indemnity means

the amount specified in the Policy Schedule

Off-Site means

anywhere other than:

- a. any premises or land currently owned, rented, leased or permanently occupied by the Named Insured for the purposes of the Named Insured's Activities; or
- b. any premises or land that were previously but are no longer owned, rented, leased or permanently occupied by the Named Insured for the purposes of the Named Insured's Activities.

Own Site means

- a. any premises or land currently owned, rented, leased or permanently occupied by the Named Insured for the purposes of the Named Insured's Activities that were so owned, rented, leased or permanently occupied at the Policy Inception Date for the purposes of the Named Insured's Activities;
- b. any other premises or land currently owned, rented, leased or permanently occupied by the Named Insured for the purposes of the Named Insured's Activities that the Company has specifically agreed in writing is included within this Definition;

and

- c. any premises or land that were previously but are no longer owned, rented, leased or permanently occupied by the Named Insured for the purposes of the Named Insured's Activities that the Company has specifically agreed in writing are included within this Definition.

Period of Insurance means

the period shown in the Policy Schedule for those entities comprising the Named Insured at the Policy Inception Date as stated in the Policy Schedule.

Primary Remediation Costs means

expenses incurred in taking remedial measures as required by Environmental Law to return the environment and biodiversity to the Baseline Condition

Retroactive Date means

the date(s) specified as such in the Policy Schedule (but not earlier than 30 April 2007) on or after which the Environmental Damage must have occurred.

EXCLUSIONS APPLYING TO THIS ENVIRONMENTAL LIABILITY SECTION

This Section does not cover

Advice and design

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly or indirectly caused by, relating to or arising from the advice design specification inspection certification or testing provided or performed for a fee by or on behalf of the Named Insured and not connected with the supply or intended supply of the Insured's Products.

Asbestos

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly or indirectly caused by, relating to or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such Legal Liability, Regulatory Liability or any associated Legal and Technical Costs.

Aviation Products

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Named Insured's knowledge was intended to be installed or incorporated in any such craft.

Change of use

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from any change of use of Own Site during the Policy Period whether such premises or land are currently or previously owned, rented, leased or permanently occupied by the Named Insured.

Contractual liability

any liability which attaches to the Insured solely under the terms of an agreement other than, in respect of Products,

- a. under any warranty of goods implied by law
- b. under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Bodily Injury or loss of or damage to material

property caused by Products entrusted to such carrier for transit by road rail or waterway.

Deliberate act or omission

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from a deliberate act or omission of the Named Insured that the Named Insured knows or could reasonably expect would give rise to Environmental Damage or its Imminent Threat.

Employers liability

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from Bodily Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Named Insured.

Excess

the amount of the Excess specified in the Policy Schedule.

Genetically modified organisms

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from

- a. genetic modification
- b. the use, release or dissemination of Genetically Modified Organisms.

Maintenance

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from costs or expenses that are, or should reasonably be, routinely incurred in the maintenance, servicing, removal, repair, replacement upgrade or improvement of any equipment or installation of the Named Insured.

Offshore

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from Offshore Operations.

Penalties liquidated and punitive damages

any liability in respect of

- a. fines penalties or liquidated damages

- b. punitive exemplary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages
- c. compensation ordered or awarded by any court of criminal jurisdiction other than the Named Insured's Regulatory Liability to make payment to any regulatory authority in respect of any remedial or preventative action taken by or on behalf of such authority.

Pre-existing Environmental Damage

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from, Environmental Damage which has occurred or which is in existence prior to the Period of Insurance or the Retroactive Date or the date of acquisition of any site, land or premise whichever is the earlier.

Property belonging to or in the Named Insured's charge or control

any Environmental Legal Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from loss of or damage to any property belonging to or in the charge or control of the Named Insured other than

- a. personal effects or vehicles of any partner director or Employee of or visitor to the Named Insured
- b. premises (and their contents) not belonging leased rented or hired to the Named Insured but temporarily in the Named Insured's charge for the purpose of carrying out work.

Property lost or damaged during remediation

any Environmental Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from loss of or damage to buildings or any other aboveground or belowground structures belonging to or in the charge or control of the Named Insured other than where such loss or damage is necessitated to reduce or mitigate the Costs of Remediation otherwise covered under this Section.

Nuclear fuel, assemblies and components

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to 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, or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Replacement and recall of Products

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from the replacement or recall of any Products

Terrorism

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising out of Terrorism

Underground storage tanks

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from Environmental Damage caused by or arising out of underground storage tanks (unless such tanks are specifically listed in the Policy Schedule).

Vehicles and craft

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from the ownership possession or use by or on behalf of the Named Insured of

- a. any mechanically propelled vehicle or trailer attached thereto
 - whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation excepting liability arising out of the operation (as a tool) of any mechanical plant
 - if such liability is insured by any other Policy as required by any road traffic legislation to be the subject of compulsory insurance or other security.
- b. any vessel or craft designed to travel in on or through water air or space.

War

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

Waste

any Environmental Legal Liability, Regulatory Liability or any associated Legal and Technical Costs directly caused by, relating to or arising from ownership, possession or operation of waste disposal facilities, including deposit sites or incineration.

EXTENSIONS APPLICABLE TO THIS ENVIRONMENTAL LIABILITY SECTION

Court attendance payment

If any partner director or Employee of the Named Insured is required to attend court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Policy the Company will pay the following amount to the Named Insured for each day that attendance is required:

- a. any director or partner GBP 500
- b. any Employee GBP 250

Indemnities to Additional Insureds

The Company will indemnify any Additional Insureds provided that

- a. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
- b. the Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule
- c. such Additional Insureds shall not be entitled to indemnity under any other policy for any claim in respect of which indemnity may be provided under this Section
- d. each of the Additional Insureds and the Named Insured accepts and agrees that the Named Insured shall have the sole right to make a claim hereunder (whether on its own behalf or on behalf of an Additional Insured) and it is hereby declared that in respect of the liability of the Company under this Section the Named Insured and not an Additional Insured shall have made any such claim.

Joint Insured - cross liabilities

If more than one party is named as the Insured (whether as joint insured or Additional Insured) this Section shall apply as though each was insured separately, provided that the Company's liabilities to all parties indemnified shall not exceed in the aggregate the Limit of Indemnity shown in the Policy Schedule.

Motor contingent Liability

The Vehicles and craft Exclusion, paragraph a. shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned provided or being driven by the Named Insured but this Section shall not apply to any such liability

- a. in respect of loss of or damage to the said vehicle
- b. arising out of any such use in any country outside the United Kingdom and the EU
- c. incurred by any party other than the Named Insured

For the purpose of this Extension, Exclusion (Employers Liability) shall not apply if such liability is not required by law to be insured under the Named Insured's employers liability insurance.

**GENERAL CONDITIONS APPLYING TO THIS ENVIRONMENTAL
LIABILITY SECTION**

Additional Conditions are stated elsewhere in General Conditions Applying to This Policy.

Batch clause

Where Damage arising out of one and the same event, occurrence or cause results in Legal Liability or Regulatory Liability indemnified by the Company under two or more continuous and consecutive Periods of Insurance with the Company, those Liabilities shall, for the purposes of the Limit of Indemnity and Excess be attributed to the Period of Insurance when Environmental Damage from the event, occurrence or cause was First Discovered.

For the avoidance of doubt, the Limit of Indemnity and Excess applicable to all such Liabilities shall be the ones in effect when Environmental Damage from the event, occurrence or cause was First Discovered and shall be applied only once.

For the purposes of this Batch clause only, Damage shall mean any:

- Environmental Damage
- Bodily Injury or Property Damage caused by Environmental Damage
- nuisance trespass to land or interference with any easement right of light water or way

Claims / notification of Environmental Damage

It is declared and agreed that in respect of the liability of the Company to make any payment under this Section that if the Named Insured

- a. discovers or otherwise becomes aware of any
 - Environmental Damage or its Imminent Threat or
 - Bodily Injury or Property Damage or
 - nuisance trespass to land or interference with any easement right of light water or way or
 - other circumstance or occurrence
- b. must provide a notification to any statutory authority or receives such a notification from such authority
- c. receives in writing any notice of any other claim or legal proceeding

that is likely to lead to a claim under this Section

then the Named Insured must

- a. notify the Company in writing as soon as reasonably possible, with full particulars, and at the latest within 28 days
- b. make no admission of liability or offer promise of payment without the Company's written consent.

- c. inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document unanswered.
- d. retain unaltered and unrepaid anything in any way connected with the Injury for as long as the Company may reasonably require.
- e. produce to the Company at the Named Insured's expense such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim.

Excess repayment

If there is any Excess any amounts paid by the Company shall be reimbursed by the Named Insured up to but not exceeding the sum constituting such Excess.

Policy non-aggregation

The maximum amount the Company shall be liable to pay under this Section for all sums payable by way of compensation and claimants costs and expenses, Insured Costs, and Legal and Technical Costs caused by or arising out of any one event, occurrence, discovery or cause whether incurred under one or more Sub-Sections shall not exceed in total the Limit of Indemnity shown in the Policy Schedule.

GENERAL CONDITIONS TO THIS POLICY

Additional Insureds

- a. each of the Additional Insureds and the Named Insured accepts and agrees that the Named Insured shall have the sole right to make a claim hereunder (whether on its own behalf or on behalf of an Additional Insured) and it shall be declared and agreed that in respect of the liability of the Company under this Policy the Named Insured and not an Additional Insured shall have made any such claim.
- b. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this policy insofar as they can apply
- c. The Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule.

Alterations in Risk

It is hereby declared and agreed that in respect of the liability of the Company to make any payment under this Policy that if at any time anything shall occur or be done materially affecting the risk insured the Insured shall give notice in writing to the Company as soon as reasonably practicable.

Arbitration

All disputes which may arise under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy shall be referred to Arbitration.

The Arbitration shall be conducted in accordance with the Rules of the London Court of International Arbitration and the place of Arbitration shall be London. The language of the Arbitration shall be English

The Arbitral Tribunal shall consist of three Arbitrators. One shall be appointed by the Company, one shall be appointed by the Named Insured, and once those two Arbitrators shall have been appointed they shall jointly appoint a third Arbitrator as Chairman of the Arbitral Tribunal. The Company or the Named Insured shall be entitled in the event of any dispute arising to call upon the other to nominate an Arbitrator pursuant to the provisions of this Clause and if either party shall fail to so nominate a party Arbitrator within 30 days of a receiving a notice to do so the party not in default shall be entitled to request the President of the Law Society for the time being ("the Appointer") to appoint a party Arbitrator on behalf of the party in default. The Appointer shall also appoint the Third Arbitrator as Chairman in default of appointment by the Party Appointed Arbitrators within 28 days after their respective appointments.

Cancellation

The Company may cancel this Policy by sending 30 days notice by registered post to the Named Insured at the last known address and in such event the Named Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

Claims

It is hereby declared and agreed that the liability of the Company to make any payment under this Policy on the happening of any claim or any occurrence or circumstance which may give rise to a claim under this Policy, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding, the Insured shall:

- a. notify the Company in writing as soon as reasonably possible, with full particulars.
- b. make no admission of liability or offer promise of payment without the Company's written consent.
- c. inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document unanswered.
- d. retain unaltered and unrepaired anything in any way connected with any Injury or Personal Injury for as long as the Company may reasonably require.
- e. produce to the Company at the Insured's expense such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim.

Choice of Law and Jurisdiction

In the event that the Arbitration provisions in this Policy shall be held to be invalid in whole or in part all disputes arising under out of or in connection with or in relation to this Policy shall be subject to the exclusive jurisdiction of the Courts of England and Wales and the law applicable to the construction and interpretation of the Policy and governing all such disputes shall in any event be the law of England and Wales

Contracts (Rights of Third Parties) Act 1999

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

Insurance Act 2015

Unless otherwise indicated no term of this Policy is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under and/or the effect of Parts 2, 3, 4 or 5 of the Insurance Act 2015.

In the event of any breach of the Insured's statutory duty under the Insurance Act 2015 to make a fair presentation of the risk other than a breach which is:

- a. deliberate or reckless
- b. such that the Company would not have entered into the contract on any terms or in respect of a variation such that the Company would not have agreed to the variation on any terms

it is agreed that:

- a. if there have been no claims that relate to the breach of duty at the date the Insured notifies the Company of such breach the premium and terms may be adjusted to those that would have applied had there been no such breach of duty and the Insured will pay any such additional premium. Any additional term (whether premium or other term) shall take effect as if applied from inception; or in the event of a variation, from the date of variation
- b. in the event of claims that relate to the breach of duty and such claims happen after the date the Insured notifies the Company of such breach the Company's remedy for such breach will be limited to the adjustment of premium and terms as set out in a. above
- c. in the event of claims that relate to the breach of duty and such claims happen before the date that the Insured notifies the Company of such breach the Company's remedy for such breach will be as set out in the provisions of Schedule 1, Part 1 and Part 2 of the Insurance Act 2015.

The Company also agrees that the acts omissions or knowledge of one Insured shall not be imputed to any other Insured provided that the Named Insured together with its subsidiaries will be deemed to be one party comprising the Insured and not separate parties.

Maximum Overall Limit of Indemnity

The Company's Maximum Overall Limit of Indemnity shall not exceed the Limit of Indemnity shown in the Schedule.

Non Disclosure

This Policy will be voidable if there has been misrepresentation, mis-description or non-disclosure of any material facts.

In the event of non-disclosure or misrepresentation or mis-description the Company will waive its right to void the Policy provided that:

- a. the Insured is able to establish to the satisfaction of the Company that such non-disclosure or misrepresentation or mis-description was innocent and free from fraudulent intent to deceive;

- b. the Insured has taken all reasonable steps to ensure the full disclosure of material facts and to avoid misrepresentation or mis-description;
- c. the premium and terms are adjusted at the Company's discretion to those that would have applied had such circumstances been disclosed and the Insured pays any such adjustment premium. Any additional term (whether premium or other term) shall take effect as if imposed from inception;
- d. if in the opinion of the Company the handling or settlement of any claim has been prejudiced by any such non-disclosure misrepresentation or mis-description the amount payable shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice;
- e. the non-disclosure, misrepresentation or mis-description is not such that the Company would have declined to accept or renew the Policy.

The Company also agrees that the acts omissions or knowledge of one Insured shall not be imputed to any other Insured.

Other Insurances

The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

Policy Construction

- a. Unless otherwise agreed the construction interpretation and meaning of the provisions of this Policy shall be determined in accordance with the Law of England
- b. The headings and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation
- c. In this Policy references to any statute or regulation shall be to that statute or regulation as amended or re-enacted from time to time.

Premium Adjustments

If any part of the premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall supply such particulars as the Company may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by the Company subject to any minimum premium that may apply. At the request of the Company the Insured shall supply an auditor's certificate in support of such particulars.

If the Insured fails to supply such particulars within the period stated the Company shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

Rights of the Company

- a. The Company shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any Personal Injury Property Damage or other legal liability to which this Policy applies and the Insured shall give all information and assistance required.
- b. the Company may at any time pay the Limit of Indemnity (less any sums already paid as compensation) or any lesser amount for which at the absolute discretion of the Company the claims arising out of any Occurrence can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

Sanctions

The Insurer will not be liable to provide any coverage or indemnity under this policy if to do so would be in violation of any sanctions law or regulation which prohibits the Insurer from providing coverage or paying an indemnity under this policy.

COMPLAINT HANDLING PROCEDURES

Internal Complaints Procedure

At Allianz Global Corporate & Specialty we are committed to providing our customers with the highest possible level of service. We realise, however, that things can go wrong and you may feel we have not provided the service you expect.

Our internal complaints procedure is designed to resolve problems promptly and fairly.

What you need to do

You should first contact the intermediary who arranged your insurance. If they are unable to resolve your complaint, you can write to us or telephone your usual contact at:

Allianz Global Corporate & Specialty
60 Gracechurch Street
London
EC3V 0HR
Tel: 0203 451 3000

When you contact us please give us a name and contact number and quote your policy and/or claim number. Please explain clearly and concisely the reason for your complaint.