

**ATTACHMENTS**



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**APPENDIX 1  
POLICY WORDING**



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**MARKETFORM  
COMBINED LIABILITY EVIDENCE OF  
INSURANCE WORDING**



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## IMPORTANT NOTICES

A copy of these notices should be given to the proposer prior to conclusion of the contract.

### 1. Non-Renewable Contract

Any Evidence of Insurance issued will expire after 12 months without tacit renewal. If the Insured wishes the Evidence of Insurance to be renewed then the Insured must advise the Underwriters of all necessary information in good time.

### 2. Insured's Duty of Disclosure

The Insured has a duty to disclose to the Underwriters, before the contract of insurance is entered into, every matter that is known to the Insured, being a matter that:

- (a) the Insured knows to be a matter relevant to the decision of the Underwriters whether to accept the risk and, if so, on what terms; or
- (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.

This duty of disclosure also applies to any renewal, extension, variation or reinstatement of the Evidence of Insurance.

The Underwriters are entitled to refuse to cover the additional exposure or charge a reasonable additional premium or, if the nature of the change in circumstances entails a substantially different risk, whether in type or degree, from that previously envisaged, to avoid the contract.

If the person or entity who became the Insured under the Evidence of Insurance upon the contract being entered into:

- (c) failed to comply with the duty of disclosure; or
- (d) made a misrepresentation to the Underwriters before the contract was entered into; (but not where the Underwriters would have entered into the contract, for the same premium and on the same terms and conditions, even if the insured had not failed to comply with the duty of disclosure or had not made the misrepresentation before the contract was entered into) then
- (e) if the failure was fraudulent or the misrepresentation was made fraudulently, the Underwriters may avoid the contract;
- (f) if the Underwriters are not entitled to avoid the contract or, being entitled to avoid the contract have not done so, the liability of the Underwriters in respect of a claim is reduced to the amount that would place the Underwriters in a position in which the Underwriters would have been if the failure had not occurred or the misrepresentation had not been made.

The Insured shall throughout the Period of Insurance give notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal. In the event of Underwriters being at any time entitled to void the Evidence of Insurance by reason of the Insured failing to give notice in accordance with this Condition, the Underwriters may at their election, instead of voiding the Evidence of Insurance, give notice in writing to the Insured that there shall be excluded from the indemnity any claim which has arisen or may arise which is related to such facts, activities or circumstances.

**3. Claims Made Evidence of Insurance**

The Evidence of Insurance or certain sections of it may be on a claims made basis. (See Evidence of Insurance Schedule.) Where this is so, the Evidence of Insurance will not respond to any events which occurred prior to the Retroactive Date (if any - see clause 4.2) or, in certain circumstances, the inception date of the Evidence of Insurance.

Claims made sections of the Evidence of Insurance will not apply to claims made after the expiry of the Period of Insurance, however, where the Insured gave notice in writing to the Underwriters of facts that might give rise to a claim against the Insured as soon as was reasonably practicable after the Insured became aware of those facts but before the insurance cover provided by the contract expired, the Underwriters are not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract. (See clause 4.1)



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**MARKETFORM : SYNDICATE 2468 COMBINED LIABILITY INSURANCE**

**SCHEDULE TO THE EVIDENCE OF INSURANCE**

**EVIDENCE OF INSURANCE NO.**

1. **Insured:** \_\_\_\_\_
2. **Address of Insured:** \_\_\_\_\_
3. **Insured's Business:** \_\_\_\_\_
- To: \_\_\_\_\_ **Premium:** \_\_\_\_\_ **applicable):** \_\_\_\_\_

| Coverage Section                        | Limit of Liability      |                 | Defence Costs | Claim Trigger  | Self-Insured Excess     | Retroactive Date         | USA Jurisdiction | Proposal Dated            |
|---|-------------------------|-----------------|---------------|--|-------------------------|--------------------------|------------------|---------------------------|
|   | Occurrence/ Claim Limit | Aggregate Limit |               |  |                         |                          |                  |                           |
| A. Public Liability                     | Euro 5,000,000          | NA              | In addition   | Occurrence basis: Injury and/or Damage occurring during the Period of Insurance.         | Including Defence Costs | Inception of each Policy | Not Granted      | As per Online Declaration |
| B. Pollution Liability                  | NA                      | Euro 5,000,000  | In addition   | Occurrence basis: Injury and/or Damage occurring during the Period of Insurance.         | Including Defence Costs | Inception of each Policy | Not Granted      |                           |
| C. Products Liability                   | NA                      | Euro 5,000,000  | In addition   | Occurrence basis: Injury and/or Damage occurring during the Period of Insurance.         | Including Defence Costs | Inception of each Policy | Not Granted      |                           |
| D. Miscellaneous Professional Indemnity | NA                      | Euro 5,000,000  | Inclusive     | Claims made basis: claims first made against the Insured during the Period of Insurance. | Including Defence Costs | Inception of each Policy | Not Granted      |                           |

**There is a combined occurrence limit for Coverage Sections A, B and C.**

7. Dated in London:

**1. OPERATIVE CLAUSE**

Whereas the Insured stated in Item 1. of the Schedule has made to the Underwriters a Proposal, whose particulars and statements, including any ancillary information provided therewith, are hereby agreed to be the basis of this Evidence of Insurance.

We, the Underwriters, in consideration of payment of the Premium stated in Item 5. of the Schedule, agree, subject to all the terms and provisions of this Evidence of Insurance, to indemnify the Insured as is set out in each insured Coverage Section of this Evidence of Insurance in respect of the Insured's Business as stated in Item 3. of the Schedule but only in respect of any liability of the Insured where the action is brought in a court of law in or any judgment, award, payment, settlement or proceedings are made within anywhere in the world except the United States of America

**2. DEFINITIONS**

For the purpose of determining the indemnity granted, the following terms shall be deemed to have the same meaning as defined wherever used in this Evidence of Insurance.

**2.1 Proposal**

"Proposal" shall mean the online application made by or on behalf of the Insured to the Underwriters for the insurance evidenced by this Evidence of Insurance or any Coverage Section thereof, including any statements, declarations, warranties or information upon which the Underwriters have relied. Any statements or information made by or on behalf of the Insured in connection with the Insured's application for registration with EREPS shall be incorporated into and form part of the Proposal. The Proposal shall be construed as incorporated into and forming part of the Evidence of Insurance or relevant Coverage Section or Sections.

**2.2 Defence Costs**

"Defence Costs" shall mean reasonable costs and expenses incurred by the Insured with Underwriters' prior consent in the investigation, defence or settlement of any claim made or which might be made against the Insured, including

1. the investigation of any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to a claim being made against the Insured or
2. representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to such claim,

providing such claims are indemnifiable under this Evidence of Insurance.

**2.3 Injury**

"Injury" shall mean death, bodily injury, illness or disease of or to any person;

**2.4 Damage**

"Damage" shall mean loss of possession or control of or actual damage to tangible property;

**2.5 Pollution**

"Pollution" shall mean any pollution or contamination of the atmosphere or of any water, land or other tangible property;

### **3. APPLICATION TO THE PERIOD OF INSURANCE**

This Evidence of Insurance shall only apply where the Claim Trigger for each Coverage Section as stated in Item 6. of the Schedule falls within the Period of Insurance stated in Item 4. of the said Schedule.

### **4. CLAIMS MADE PROVISIONS**

The following provisions are applicable only to Coverage Section(s) where the Claim Trigger is stated in Item 6. of the Schedule to be on a “claims made basis”.

#### **4.1 Notification Extension Clause**

Should the Insured notify the Underwriters during the Period of Insurance in accordance with General Condition 8.2 of any specific act, error, omission, circumstances or event which might reasonably be expected to give rise to a claim or claims which form the subject of indemnity by this Evidence of Insurance, then acceptance of such notification by the Underwriters means that Underwriters will deal with such claim or claims as if they had first been made against the Insured during the Period of Insurance.

#### **4.2 Retroactive Exclusion Clause**

Underwriters shall not be liable to indemnify the Insured as a result of any claim or claims arising directly or indirectly out of any act, error, omission, circumstances or event occurring or committed or alleged to have been committed before the Retroactive Date stated in Item 6. of the Schedule, but this exclusion shall not apply to any Coverage Section where no date has been inserted.

#### **4.3 Circumstances Known at Inception**

Underwriters shall not be liable to indemnify the Insured against any claim or claims arising directly or indirectly out of any circumstance which could give rise to a claim under this Evidence of Insurance of which the Insured were aware or ought reasonably to have been aware at or prior to the inception date of this Evidence of Insurance stated in Item 4. of the Schedule, whether notified under any other insurance or not.

### **5. LIMIT OF LIABILITY**

- 5.1 The Underwriters' liability to indemnify the Insured in respect of any damages, claimants' costs, fees and expenses or other expenses for each claim under this Evidence of Insurance or series of such claims arising out of one originating cause or occurrence shall not exceed the amount stated in Item 6. of the Schedule as the Occurrence/Claim Limit in respect of each Coverage Section. This limit shall apply regardless of the number of Insureds, additional Insureds or entities comprising the Insured or the number of claims or claimants or any other reason whatsoever.
- 5.2 Where an amount has been inserted in Item 6. of the Schedule as the Aggregate Limit, this amount represents Underwriters' total liability in respect of all such claims in respect of the relevant Coverage Section.
- 5.3 Where a combined Occurrence/Claim Limit is stated in the Schedule to apply to certain Coverage Sections, each such Coverage Section shall be subject to its own Limit of Liability, provided always that should the same originating cause or occurrence give rise to indemnity by more than one such Coverage Section, the total amount of Underwriters' liability for all claims arising out of one originating cause or occurrence under all such Coverage Sections combined shall not exceed the single greatest Limit of Liability available under the Coverage Sections providing indemnity.
- 5.4 Where a combined Aggregate Limit is stated in the Schedule to apply to certain Coverage Sections, each such Coverage Section shall be subject to its own Aggregate Limit provided always that Underwriters' total liability for all claims under all such Coverage

Sections combined shall not exceed the single greatest Aggregate Limit available under the Coverage Sections providing indemnity.

## 6. DEFENCE COSTS

- 6.1 Defence Costs will be paid by the Underwriters as stated in Item 6. of the Schedule in respect of each Coverage Section.
- 6.2 Where Defence Costs are stated as being payable in addition to the Limit of Liability, the Underwriters will pay associated Defence Costs in addition to the Limit of Liability provided that if the total amount required to dispose of any claim or series of claims arising out of one event exceeds the Limit of Liability then the Underwriters will at the maximum pay such proportion of the total associated Defence Costs as the amount of the indemnity available under this Evidence of Insurance bears to the total amount required to dispose of the claim.
- 6.3 Where Defence Costs are stated as being inclusive within the Limit of Liability, the Underwriters will pay associated Defence Costs provided always that their total liability under this Evidence of Insurance, including Defence Costs, shall not exceed the Limit of Liability applicable to any claim or series of claims arising out of one originating cause or occurrence.

## 7. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE EVIDENCE OF INSURANCE

This Evidence of Insurance does not cover

### 7.1 Fines, Penalties and Punitive Damages

liability for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever;

### 7.2 War

loss, damage, liability or expense arising directly or indirectly out of war, terrorist act, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

### 7.3 Radioactive Contamination and Explosive Nuclear Assemblies

loss, damage, liability or expense arising directly or indirectly out of ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 7.4 Contractual Liability

liability assumed by the Insured under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to the Insured in the absence of such clause, warranty, contract, agreement or guarantee;

### 7.5 Other Insurance

any loss, damage, liability or expense covered under or indemnified by any other Evidence of Insurance of insurance, however, this exclusion shall not apply to any expense or liability in excess of the limit of indemnity in such other Evidence of Insurance of insurance.

## **7.6 Recourse Rights**

any claim or claims where and to the extent the Underwriters have or would have rights of recourse in respect of such claim but the Insured has granted without Underwriters' prior consent a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract.

## **7.7 USA activities**

any claim or claims arising directly or indirectly out of activities, incidents, loss, damage or events occurring in the United States of America or in territories which operate under the laws of the United States of America.

# **8. GENERAL CONDITIONS**

Conditions 8.2, 8.3, and 8.4 are precedent to Underwriters' liability to provide indemnity under this Evidence of Insurance. If any breach of such conditions should occur, there shall be excluded from the indemnity hereunder any claim which has arisen or may arise in connection with such breach.

## **8.1 Self-Insured Excess**

Underwriters shall only be liable for that part of each claim or series of such claims arising out of any one originating cause under this Evidence of Insurance which exceeds the amount of the Self-Insured Excess stated in Item 6. of the Schedule. The Insured shall retain the Self-Insured Excess for its own account and shall not insure it elsewhere.

The amount of the Self-Insured Excess shall include Defence Costs unless otherwise specifically stated in the said Schedule.

## **8.2 Claims Notification**

The Insured shall give to Underwriters immediate notice in writing during the Period of Insurance of

- 8.2.1 any claim made against any Insured which may fall within the scope of this Evidence of Insurance,
- 8.2.2 the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against the Insured,
- 8.2.3 any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to such a claim being made against the Insured, giving reasons for the anticipation of such claim,
- 8.2.4 any other circumstances which might give rise to a claim under this Evidence of Insurance.

## **8.3 Claims Handling**

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured nor shall any costs be incurred by the Insured without the written consent of the Underwriters; and the Underwriters shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings in the defence or settlement of any claim.

The Insured shall at all times give Underwriters such information and co-operation as Underwriters may reasonably require.

#### 8.4 Subrogation

Underwriters shall become subrogated to all rights of recourse and remedies of the Insured, before as well as after any payment by Underwriters to the extent of such payment and the Insured shall take all reasonable steps to preserve such rights and remedies.

Notwithstanding the above, if any payment is made or may be made under this Evidence of Insurance and Underwriters are thereupon subrogated to the Insured's rights of recovery in relation thereto, Underwriters agree not to exercise any such rights against any director or employee of the Insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

The Insured shall give all such assistance in the exercise of rights of recovery as Underwriters may reasonably require.

#### 8.5 Material Information

The Insured has a duty to disclose to the Underwriters, before this contract of insurance is entered into, every matter that is known to the Insured, being a matter that:

- (a) the Insured knows to be a matter relevant to the decision of the Underwriters whether to accept the risk and, if so, on what terms; or
- (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.

This duty of disclosure also applies to any renewal, extension, variation or reinstatement of this Evidence of Insurance.

The Underwriters are entitled to refuse to cover the additional exposure or charge a reasonable additional premium or, if the nature of the change in circumstances entails a substantially different risk, whether in type or degree, from that previously envisaged, to avoid the contract.

If the person or entity who became the Insured under this Evidence of Insurance upon the contract being entered into:

- (c) failed to comply with the duty of disclosure; or
- (d) made a misrepresentation to the Underwriters before the contract was entered into;

(but not where the Underwriters would have entered into the contract, for the same premium and on the same terms and conditions, even if the insured had not failed to comply with the duty of disclosure or had not made the misrepresentation before the contract was entered into) then

- (e) if the failure was fraudulent or the misrepresentation was made fraudulently, the Underwriters may avoid the contract.
- (f) if the Underwriters are not entitled to avoid the contract or, being entitled to avoid the contract have not done so, the liability of the Underwriters in respect of a claim is reduced to the amount that would place the Underwriters in a position in which the Underwriters would have been if the failure had not occurred or the misrepresentation had not been made.

The Insured shall throughout the Period of Insurance give notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal. In the event of Underwriters being at any time entitled to void this Evidence of Insurance by reason of the Insured failing to give notice in accordance with this Condition, the Underwriters may at their election, instead of voiding this Evidence of Insurance, give notice in writing to the Insured that there shall be excluded from the indemnity afforded hereunder any claim which has arisen or may arise which is related to such facts, activities or circumstances.

## 8.6 Relinquishment

The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Evidence of Insurance the amount of the Limit of Liability remaining under this Evidence of Insurance or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid. Upon such payment being made, the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment.

However if Underwriters exercise the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Evidence of Insurance then the Underwriters will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this Evidence of Insurance bears to the total amount which in the opinion of the Underwriters at the time of relinquishment will be necessary to dispose of the claim.

## 8.7 Dispute

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to Belgian Law.

Any enquiry or complaint should be addressed in the first instance to your Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:

Complaints Department  
Lloyd's,  
One Lime Street  
LONDON EC3M 7HA  
Telephone: 020-7327-5693

## 8.8 Cancellation

This Evidence of Insurance or any Coverage Section thereof may be cancelled by or on behalf of Underwriters by thirty days' notice given in writing to the Insured. The Premium shall then be adjusted in accordance with Condition 8.6, if applicable, and calculated on the basis of Underwriters receiving or retaining pro rata premium.

Notice shall be deemed to be duly received if sent by pre-paid letter post properly addressed to the Insured's or the Insured's broker's last known address.

## 8.9 Fraud

If any claim under this Evidence of Insurance or any Coverage Section thereof is in any respect fraudulent, the Underwriters shall be under no liability in respect of such claim.

## **COVERAGE SECTION A - PUBLIC LIABILITY**

**(OCCURRENCE BASIS: INJURY AND/OR DAMAGE OCCURRING DURING THE PERIOD OF INSURANCE.)**

### **9. COVERAGE SECTION A - INDEMNITY**

The Insured is indemnified by this Coverage Section in accordance with the Operative Clause against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any country for and/or arising out of Injury and/or Damage but not against liability arising directly or indirectly out of

9.1 Pollution or

9.2 in connection with any Product.

**(See also provisions applicable to Coverage Sections A, B and C further on.)**



## **COVERAGE SECTION B - POLLUTION LIABILITY**

**(OCCURRENCE BASIS: INJURY AND/OR DAMAGE OCCURRING DURING THE PERIOD OF INSURANCE.)**

### **10. COVERAGE SECTION B - INDEMNITY**

The Insured is indemnified by this Coverage Section in accordance with the Operative Clause against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any country for and/or arising out of Injury and/or Damage occurring in its entirety during the Period of Insurance and arising out of Pollution, but only to the extent that the Insured can demonstrate that

10.1 such Pollution was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance;

10.2 the Insured had taken all reasonable precautions to prevent loss by Pollution.

### **11. COVERAGE SECTION B - EXCLUSIONS**

This Coverage Section does not cover

#### **11.1 Damage to Products**

liability for Damage to any Product or part thereof;

#### **11.2 Product Guarantee**

liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

#### **11.3 Recall**

liability arising directly or indirectly out of the recall of any Product or part thereof;

#### **11.4 Aviation Products**

liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery, electrics, electronics or controls of any aircraft or spacecraft;

#### **11.5 Premises Owned**

liability for Damage to premises presently or at any time previously owned or tenanted by the Insured;

#### **11.6 Land Occupied**

liability for Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care, custody or control.

(See also provisions applicable to Coverage Sections A, B and C further on.)

### **COVERAGE SECTION C - PRODUCTS LIABILITY**

(OCCURRENCE BASIS: INJURY AND/OR DAMAGE OCCURRING DURING THE PERIOD OF INSURANCE.)

#### **12. COVERAGE SECTION C - INDEMNITY**

The Insured is indemnified by this Coverage Section in accordance with the Operative Clause against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any country for and/or arising out of Injury and/or Damage but only against liability arising out of or in connection with any Product and not against liability arising directly or indirectly out of Pollution.

#### **13. COVERAGE SECTION C - EXCLUSIONS**

This Coverage Section does not cover

##### **13.1 Damage to Products**

liability for Damage to any Product or part thereof;

##### **13.2 Product Guarantee**

liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

##### **13.3 Recall**

liability arising directly or indirectly out of the recall of any Product or part thereof;

##### **13.4 Aviation Products**

liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery, electrics, electronics or controls of any aircraft or spacecraft;

(See also provisions applicable to Coverage Sections A, B and C further on.)

#### **14. DEFINITIONS APPLICABLE TO COVERAGE SECTIONS A, B AND C**

For the purpose of determining the indemnity granted, the following terms shall be deemed to have the same meaning as defined wherever used in reference to these Coverage Sections.

##### **14.1 Product**

"Product" shall mean any physical property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

#### **15. INDEMNITY TO OTHERS - APPLICABLE TO COVERAGE SECTIONS A, B AND C**

The indemnity granted extends to:

15.1 at the request of the Insured, any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant indemnity and subject always to Clauses 17.3 and 7.4;

15.2 the personal representatives of the estate of any person indemnified by reason of this Clause 15. in respect of liability incurred by such person;

provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Evidence of Insurance as though they were the Insured.

#### **16. CROSS LIABILITIES - APPLICABLE TO COVERAGE SECTIONS A, B AND C**

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other such person or party, subject to Underwriters' total liability not exceeding the stated Limit of Liability.

#### **17. EXCLUSIONS - APPLICABLE TO COVERAGE SECTIONS A, B AND C**

This Evidence of Insurance does not cover

##### **17.1 Motor Vehicles**

liability arising directly or indirectly out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than liability

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

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

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

17.1.4 arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;

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

## **17.2 Aircraft & Watercraft**

liability arising directly or indirectly out of the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);

## **17.3 Care, Custody & Control**

liability for Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than

17.3.1 premises or the contents thereof temporarily occupied by the Insured for work therein or thereon but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work;

17.3.2 clothing and personal effects belonging to employees and visitors of the Insured;

17.3.3 premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement;

## **17.4 Deliberate Acts**

liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the Insured's of the need to take all reasonable precautions to prevent Injury or Damage;

## **17.5 Employers' Liability**

liability for Injury to any person under a contract of employment, service or apprenticeship with or for the provision of labour only services to the Insured where such Injury arises out of the execution of such contract.

# **18. CONDITIONS - APPLICABLE TO COVERAGE SECTIONS A, B AND C**

## **18.1 Timing of Injury and Damage**

Where it is not otherwise possible to ascertain the timing of Injury or Damage, then for the purpose of determining the indemnity granted by this Evidence of Insurance

18.1.1 Injury will be deemed to have occurred when the claimant first consulted a qualified medical practitioner regarding such Injury, whether or not it was correctly diagnosed at that time. If no such consultation took place, then the Injury will be deemed to have occurred when the Insured first received written notice of the Injury;

18.1.2 Damage will be deemed to have occurred when the claimant first became aware of such Damage, even if the cause was unknown.

**COVERAGE SECTION D - MISCELLANEOUS PROFESSIONAL INDEMNITY  
INSURANCE**

**(CLAIMS MADE BASIS: CLAIMS FIRST MADE AGAINST THE INSURED DURING THE PERIOD  
OF INSURANCE.)**

**19. COVERAGE SECTION D - INDEMNITY**

The Insured is indemnified by this Coverage Section in accordance with the Operative Clause against all sums which the Insured shall become legally liable to pay as damages and claimants' costs, fees and expenses and notified to Underwriters during the Period of Insurance stated in Item 4. of the Schedule arising out of any negligent act, negligent error or negligent omission by the Insured or any negligent act, negligent error or negligent omission by others for whom the Insured is legally liable, in or about the conduct of the Named Insured's professional business as stated in the Proposal and no other activities for the purpose of this Coverage Section.

**20. COVERAGE SECTION D - DEFINITIONS**

For the purpose of determining the indemnity granted, the following terms shall be deemed to have the same meaning as defined wherever used in reference to this Coverage Section.

**20.1 Named Insured**

"Named Insured" shall mean the individual named in Item 1. of the Schedule.

**20.2 Insured**

"Insured" shall mean the Named Insured and in the event of death or incapacity of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured.

**21. COVERAGE SECTION D - EXCLUSIONS**

This Coverage Section does not indemnify the Insured against any claim or claims arising directly or indirectly out of or in respect of

**21.1 Products**

the design, specification, formulation, manufacture, construction, installation, sale, supply, distribution, treatment, service, alteration or repair of any goods or products.

**21.2 Employers' Liability**

Injury of or to any person in the course of his or her employment by the Insured under any contract of service or apprenticeship or for any breach of any obligation owed by the Insured as an employer to any employee,

**21.3 Property**

the ownership, possession or use by or on behalf of the Insured of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle,

**21.4 Insurances**

the failure to ensure that insurances have been effected and maintained,

**21.5 Defamation**

any actual or alleged libel or slander,

**21.6 Infringement of Copyright**

any actual or alleged infringement of copyright, patent, registered design, trade mark or passing-off,

**21.7 Cross Liability**

or where the claim is made by one Insured or an entity financially associated with the Insured against another Insured, unless the claim originally emanates from an independent third party,

**21.8 Dishonesty**

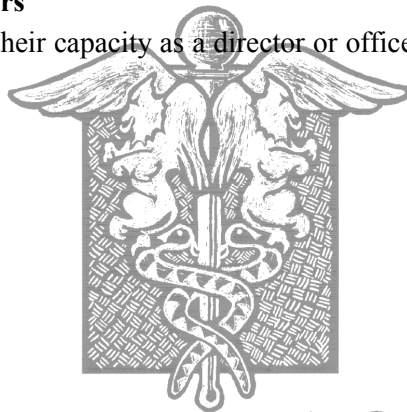
any dishonest, fraudulent, criminal or malicious act or omission,

**21.9 Insolvency or Bankruptcy of Insured**

the administration, receivership, insolvency or bankruptcy of the Insured,

**21.10 Directors and Officers**

any person acting in their capacity as a director or officer of the Insured or of any firm or company,



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## ENDORSEMENTS

### 22. EXTENDED DEFENCE COSTS

The definition of Defence Costs is extended to include

#### 22.1 Statutory Legal Defence Costs

Costs of representation at and/or defence of any proceedings in a Court of Summary Jurisdiction in respect of breach or alleged breach of any statute relating to health and safety at work by the Insured or any director, officer or employee which may otherwise form the subject of indemnity by this Evidence of Insurance. Provided always that the Underwriters will not pay the costs of any Appeal unless Senior Counsel to be appointed by the Underwriters shall advise that in their opinion, such Appeal is likely to succeed.

#### 22.2 Emergency Medical Expenses

Reasonable expenses of immediate emergency medical assistance to third parties in respect of Injury for which the Insured is or may become liable and which could result in a claim under this Evidence of Insurance.

### 23. EXTENDED BUSINESS DESCRIPTION

#### 23.1 Incidental Medical Malpractice (applicable only to Professional Indemnity Section)

The definition of Business is extended to include the provision of medical services which are incidental to the Insured's Business stated in the Schedule.

### 24. AMENDMENTS TO PROPERTY DAMAGE EXCLUSION

#### 24.1 Contingent Care, Custody and Control Extension

The following sub-clause is added to Exclusion 17.3

- (4) Property which is not the subject of any of the above sub-clauses up to a maximum of GBP15,000 or currency equivalent any one Occurrence

provided always that

24.1.1 this Evidence of Insurance shall not apply to any property covered by any other Evidence of Insurance in force covering the Insured or any other entity having an interest in the damaged property even if such other Evidence of Insurance (other than a Evidence of Insurance covering an interest other than the Insured's interest) fails to respond to the particular loss for any reason AND

24.1.2 this Evidence of Insurance shall not apply to Damage to any motor vehicle.

### 25. EXTENSION TO INJURY DEFINITION

#### 25.1 Wide Injury Definition

The definition of Injury is amended to read as follows:

25.1.1 bodily injury, sickness, disease, disability, shock, loss of amenities, discomfort, disfigurement, malformation, fright, mental anguish, mental injury or death of or to any person;

25.1.2 false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;

25.1.3 libel, slander, humiliation or violation of personal rights none of which arise out of advertising activities;

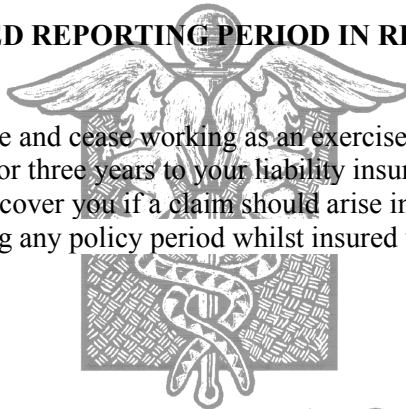
25.1.4 assault and battery committed for the purpose of protecting persons and/or property.

**26. SEXUAL HARASSMENT EXCLUSION**

This Evidence of Insurance does not cover any liability of the Insured directly or indirectly arising out of sexual assault, sexual harassment, sexual molestation, rape or the consequences thereof.

**27. AUTOMATIC EXTENDED REPORTING PERIOD IN RESPECT OF COVERAGE SECTION D**

If you have EREPs insurance and cease working as an exercise professional we will give you the benefit of an extension for three years to your liability insurance without having to pay any further premiums. This will cover you if a claim should arise in this period providing that the negligent act occurred during any policy period whilst insured with EREPS insurance.



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