

PUBLIC AND PRODUCTS LIABILITY POLICY

In consideration of the Insured paying the Premium to Ironshore Europe DAC¹ (hereinafter called the "**Company**"), the Company agrees to indemnify the Insured in the terms of this Policy and subject to the Limits of Liability against all sums which the Insured shall become legally liable to pay as damages in respect of accidental:

- A. Bodily Injury occurring
- B. Damage to material property occurring
- C. Trespass Nuisance or Obstruction occurring
- D. Personal and Advertising Injury offences committed

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

The Company will also pay Costs and Expenses in respect of any occurrence to which this Policy applies.

SIGNED for and on behalf of the
Company

This Policy together with its Schedule and any attached Endorsements is a legal contract, which shall constitute the entire, contract between the parties, and should be examined and if incorrect returned immediately upon discovery for alteration

- 7.2 any labour master and any person supplied by him
- 7.3 any person engaged as a labour-only sub-contractor and any person supplied by him
- 7.4 any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured
- 7.5 any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
- 7.6 any work experience student or trainee.

8. **Insured** means the party or parties described as such in the Schedule.

9. **Limit of Liability** means

- 9.1 The maximum amount as stated in the Schedule, which the Company shall be liable to pay as damages as a result of any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause.

Provided always that the liability of the Company

- a) for all damages payable in respect of all Bodily Injury and Damage occurring during any one Period of Insurance and caused by Products shall not exceed the Limit of Liability stated in the Schedule
- b) for all damages payable in respect of all Personal and Advertising Injury offences committed during any one Period of Insurance shall not exceed the Limit of Liability stated in the Schedule.

For the purpose of this Definition, occurrence or occurrences also means offence or offences

10. **Liquidated Damages** means a fixed or determined amount of damages as agreed upon in a contract entered into by the Insured.

11. **Period of Insurance** means the period stated in the Schedule or any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.

12. **Personal and Advertising Injury** means injury other than Bodily Injury occurring as a direct result of any of the following offences

- 12.1 false arrest, detention or imprisonment or malicious prosecution
- 12.2 wrongful entry or eviction which interferes with the right of private occupancy
- 12.3 oral or written publication of material in any Insured's Advertisement which constitutes slander or libel or disparages goods, products or services
- 12.4 oral or written publication of material which violates the right of privacy of a person
- 12.5 misappropriation of advertising ideas in any Insured's Advertisement
- 12.6 infringement of copyright, Trade Dress or slogan in any Insured's Advertisement.

In the event of a series of the same Personal and Advertising Injury offences being committed over

a period of time

- a) all offences of such series shall be treated as though they were committed on the date of the first of such offences committed during the Period of Insurance
- b) no indemnity shall be provided hereunder in respect of any offences committed prior to the inception date of this Policy
- c) no indemnity shall be provided hereunder in respect of any offences committed after the expiry of the Period of Insurance.

- 13. **Premium** means the amount paid to the Company for the insurance coverage under this Policy as set out in the Schedule.
- 14. **Products** means anything sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on behalf of the Insured including containers, packaging or labelling and which is not in the possession of the Insured at the time of the occurrence.
- 15. **Punitive or Exemplary Damages** means damages that go beyond that which is necessary to compensate a claimant for its losses and are intended to punish a defendant.
- 16. **Temporarily Engaged** means, for the purposes of Extension 11, activities of the directors and/or partners of the Insured engaged outside of the Territorial Limits for a maximum continuous period of 60 days.
- 17. **Territorial Limits** means, subject to Extension 11 of this Policy, anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 18. **Trade Dress** means any right enforceable at law to the extent that it relates to the overall visual appearance of a business and its products and/or services and the manner in which they are packaged and/or presented.
- 19. **Trespass Nuisance or Obstruction** means trespass nuisance or obstruction or interference with any easement right of air light water or way.
- 20. **United Kingdom** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Extensions of cover

Indemnity to Principals and Others

1. The Company will also indemnify in the terms of this Policy
 - 1.1 in the event of the death of the Insured his/her legal personal representative in respect of liability incurred by the Insured
 - 1.2 any principal with whom the Insured has entered into an agreement to the extent required by such agreement but only in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured and at the request of the Insured
 - 1.3 any officer or member of the Insured's catering sports social and welfare organisations and fire first-aid or ambulance services
 - 1.4 any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - 1.5 any director partner or Employee of the Insured in respect of liability for private work undertaken by Employees with the consent of the Insured

Provided that in the case of each of 1.1, 1.2, 1.3, 1.4 and 1.5 above

- a) such person(s) shall not be entitled to indemnity in respect of the same liability under any other policy
- b) such principal/person(s) shall as though he/they were the Insured be subject to the terms of this Policy in so far as they can apply
- c) the Limit of Liability shall not be increased hereby.

Cross Liabilities

2. Where more than one party comprises the Insured any claim by one Insured against any other Insured shall be treated as though the party so claiming is not an insured party provided that the Limit of Liability shall not be deemed to be increased hereby.

This Extension does not apply in respect of Personal and Advertising Injury.

Damage to Leased or Rented Premises

3. Exclusion 4.2 of this Policy does not apply to premises (including fixtures and fittings) leased or rented to the Insured

Provided that this Extension shall not apply in respect of

- a) liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement
- b) Damage to any such premises which is insured under any property or fire insurance policy arranged by the Insured or under which the Insured is entitled to indemnity in respect of such Damage.

- Data Protection Act**
4. Personal and Advertising Injury also means damage or distress occurring as a result of an offence under Section 13 of the Data Protection Act 1998 ("Compensation for failure to comply with the Act") committed during the Period of Insurance within the Territorial Limits and arising in connection with the Business
- Provided that this Extension shall not apply to liability
- a) in respect of the costs and expenses of rectifying or erasing Data or Personal Data
 - b) arising from fraud or dishonesty
 - c) arising from any agreement to store process or supply Data or Personal Data for a fee or by reciprocal arrangement.
- "Data" and "Personal Data" have the meanings defined in the Data Protection Act 1998.
- Defective Premises Act**
5. The Company will indemnify the Insured against legal liability incurred by the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured.
- Provided that this Extension shall not apply in respect of the cost of remedying any defect (or alleged defect) in such premises.
- Legal Defence Costs**
6. The Company will indemnify the Insured or, at the request of the Insured, any Employee director or partner of the Insured, against legal costs and expenses incurred with the prior approval of the Company in the defence of any criminal proceedings brought for a breach of
- Health and Safety at Work Act**
- 6.1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or
- Consumer Protection Act, Part II**
- 6.2 Part II of the Consumer Protection Act 1987 committed during the Period of Insurance in the course of the Business, including legal costs and expenses incurred with the prior approval of the Company in an appeal against conviction arising from such proceedings
- Provided that this Extension shall not apply to
- a) fines or penalties imposed by any court or
 - b) proceedings consequent upon any deliberate act or omission of the Insured or, where the Insured has requested they be indemnified, the relevant Employee, director or partner of the Insured.
- Motor Contingent Liability**
7. Exclusion 9.2 of this Policy does not apply in respect of legal liability of the Insured arising from the use in connection with the Business of any motor vehicle not the property of nor provided by the Insured
- Provided that this Extension shall not apply in respect of
- a) Damage to any such vehicle or its contents
 - b) liability arising while such vehicle is being
 - i) driven by the Insured
 - ii) driven with the general consent of the Insured or of the representative of the Insured by any person who to the knowledge of the Insured or of such representative does

not hold a valid licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

- iii) used elsewhere than within the member countries of the European Union.

Part 1.4 of Extension 1 does not apply to this Extension.

Personal Liability Overseas

- 8. The Company will indemnify the Insured and at the request of the Insured any director partner or Employee of the Insured or spouse of any such person against legal liability for damages in respect of Bodily Injury or Damage to material property arising from personal activities while temporarily outside the Territorial Limits in connection with the Business

Provided that this Extension shall not apply in respect of

- a) liability arising from the ownership or occupation of any land or building
- b) liability insured by any other policy of insurance

and that any such director partner Employee or spouse shall as though he/they were the Insured be subject to the terms of this Policy in so far as they can apply.

Vendors Indemnity

- 9. At the request of the Insured the Company will indemnify any person or organisation (herein referred to as "vendor") but only with respect to Bodily Injury or Damage to material property arising out of the Insured's Products distributed or sold in the regular course of the vendor's business

Provided that

- a) this Extension shall not apply in respect of liability arising from
 - i) any express warranty unauthorised by the Insured
 - ii) any physical or chemical change in the form of the Products made intentionally by the vendor
 - iii) repacking unless unpacked solely for the purpose of inspection demonstration testing or the substitution of parts under instruction from the Insured and then repacked in the original container
 - iv) demonstration installation servicing or repair operations except demonstration performed at the vendor's premises in connection with the sale of the Products
 - v) Products which after distribution or sale by the Insured have been labelled or re-labelled or used as a container part or ingredient of any other thing or substance by or for the vendor
- b) this Extension shall not apply to any person or organization from whom or which the Insured has acquired such Products or any ingredient part or container entering into accompanying or containing such Products
- c) such vendor shall as though he/they were the Insured be subject to the terms of this Policy in so far as they can apply

Contractual Liability

d) the Limit of Liability shall not be increased hereby.

10. With regards to contracts entered into by the Insured relating to the supply of Products and/or services to participants in the oil and gas industry Exclusion 2- Contractual Liability does not apply to liability assumed by the Insured under any contract or agreement entered into with any party including:
- (a) Any hold harmless indemnity and/or waiver of right of recourse against such party
 - (b) Any indemnity given to such party
 - (c) Any agreement that insurance effected by such party shall not be brought into contribution with this policy

and the Company will indemnify such party as an additional Insured in the terms of this policy when so required by such contract

Provided always that

- (a) The conduct and control of all claims for which the Company may be liable under this Extension shall be vested in the Company.
- (b) Such party shall observe fulfil and be subject to the terms of this Policy as far as they can apply
- (c) This Extension does not apply to liability assumed under such contract to the extent that such assumption of liability places upon the Insured responsibility for the sole negligence of any party who is not
 - (i) A party to a potential beneficiary of such contractOr
 - (ii) A signatory to the LOGIC Mutual Hold Harmless Deed

Territorial Limits

11. Notwithstanding Definition 17 – Territorial Limits - the indemnity granted by this Policy is extended to apply anywhere in the world in respect of:
- (a) occurrences caused by Products supplied from or worked upon in the Territorial Limits;
 - (b) the activities (excluding manual work outside the member countries of the European Union) in the course of the Business of the directors and/or partners of the Insured Temporarily Engaged outside the Territorial Limits; or
 - (c) the activities in the course of the Business of any Employee outside the Territorial Limits provided that:
 - (i) such Employee is engaged under a contract of employment with the Insured entered into in the United Kingdom;
 - (ii) this extension 11(c) does not apply to liability for which insurance or security is compulsory by law in the jurisdiction in which the activity takes place.

Exclusions from cover

This Policy does not apply to liability:

- | | |
|---|--|
| Radioactive Contamination | 1. of whatsoever nature directly or indirectly caused by contributed to by or arising from: <ul style="list-style-type: none">1.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel1.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof |
| Contractual Liability | 2. assumed under any contract or agreement in respect of <ul style="list-style-type: none">2.1 Damage to contract or temporary works to be executed by the Insured and/or their sub-contractors and/or to any materials plant tools and other property for use in connection therewith2.2 Bodily Injury or Damage to material property arising from or caused by Products2.3 Personal and Advertising Injury unless such liability would have attached in the absence of such contract or agreement or such liability arises from an applicable statutory implied condition or warranty relating to the fitness for purpose or quality or safety of any Products |
| Employees and Custody or Control | 3. in respect of Bodily Injury sustained by any Employee arising out of in the course of employment by the Insured in the Business
4. in respect of Damage to property <ul style="list-style-type: none">4.1 belonging to the Insured4.2 in the custody or control of the Insured or any Employee or agent of the Insured other than<ul style="list-style-type: none">a) personal effects (including motor vehicles) belonging to visitors directors partners and Employees of the Insuredb) premises (including their contents) not leased or rented to the Insured but temporarily occupied by the Insured for the purpose of carrying out work |
| Damage to Products | 5. in respect of Damage to or any costs or expenses claimed or incurred for repair removal replacement recall disposal or loss of use of any Products out of which the occurrence arises |
| Aircraft Products | 6. arising from Products knowingly supplied for use or installation in or on any aircraft or aerospace device which could affect the navigation flying capabilities or safety of such aircraft or device |
| Fines/Penalties | 7. for fines, Liquidated Damages, or under any penalty clause |
| Advice | 8. arising out of the provision of or failure to provide any instruction advice information or professional service in return for a fee |
| Aircraft Watercraft Vehicles | 9. arising from or caused by the ownership possession control or use by or on behalf of the Insured of |

- 9.1 any aerospace device or any airborne or waterborne craft or vessel (other than manually propelled waterborne craft) or the loading or unloading of such craft or vessel
- 9.2 any mechanically propelled vehicle or trailer attached thereto in circumstances for which insurance or security is required in accordance with any road traffic legislation in force within the member countries of the European Union whilst being used on any public road in any other country whether or not insurance in respect of liability therefor is compulsory or the loading or unloading of such vehicle or trailer attached thereto

Provided that if there is no indemnity afforded by any motor or other insurance policy this Exclusion shall not apply to liability arising from the act of loading or unloading or the bringing to or taking away of a load from such vehicle or trailer the operation of plant as a tool of trade within the member countries of the European Union but only insofar as such liability is not the subject of compulsory insurance or security in accordance with any road traffic legislation in force in such countries

Pollution

- 10. arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water; but this Exclusion does not apply to Bodily Injury or Damage to material property if such discharge dispersal release or escape is sudden and accidental

Personal and Advertising Injury

- 11. in respect of Personal and Advertising Injury
 - 11.1 arising out of oral or written publication of material
 - a) if the first oral or written publication of the same or, in all material respects, similar material took place prior to the commencement date of this Policy, or
 - b) which to the knowledge of the Insured is false
 - 11.2 arising out of a breach of contract other than misappropriation of advertising ideas under an implied contract
 - 11.3 arising out of the failure of goods products or services to conform with advertised quality or performance
 - 11.4 arising out of the wrong description of the price of goods products or services
 - 11.5 committed by an Insured whose business is advertising broadcasting publishing or telecasting

Provided that this Exclusion 11.5 does not apply to the offences described in parts 12.1 and 12.2 of Definition 12

War

- 12. directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Asbestos

13. for any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The Company shall have no duty of any kind with respect to any such loss demand claim or suit.

Loss of Underground Resources

14. Notwithstanding anything contained herein to the contrary, in respect of

14.1 Damage to any Underground Resources

Underground Resources means:

- a) oil, gas, water or other mineral substance which have not been converted to physical possession above the surface of the earth or sea
 - b) any well, hole, shaft, pipeline (including process transportation and storage facilities), formation stratum, reservoir, or area in or through which exploration for or production of any substance is carried on
 - c) any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth or sea in any such well hole or shaft
- 14.2 costs and expenses incurred in restoring a place of exploration and/or exploitation to a safe and workable condition
- 14.3 costs and expenses incurred in the removal of material property from a place of exploration and/or exploitation
- 14.4 seepage, pollution and/or contamination, including costs and expenses incurred in the prevention, clean-up, minimization or limitation thereof, emanating from Underground Resources.

Special provisions and exclusions

USA/Canada

1. It is hereby agreed between the Company and the Insured that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any other territory within the jurisdiction of either such country
 - 1.1 the liability of the Company under this Policy in respect of all damages payable together with all Costs and Expenses shall not exceed the Limit of Liability stated in the Schedule
 - 1.2 regardless of any of the other provisions of this Policy, this insurance does not apply to Punitive or Exemplary Damages
 - 1.3 regardless of Exclusion 10 of this Policy, this insurance does not apply to
 - a) liability arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water
 - b) any cost or expense arising out of any governmental demand or request that an Insured test for assess monitor clean-up remove contain treat de-toxify or neutralise any irritants contaminants or pollutants

and the Company shall not have the duty to defend any claims or suits seeking to impose any such liability cost or expense or any other relief.

It is further agreed between the Company and the Insured that the premium for this insurance has been calculated accordingly.

Sanction Limitation

2. The Company shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Use of Heat Away from the Premises

3. The Company will not provide cover and the Company shall not be liable to pay any claim in respect of the use away from the Insured's premises of Oxy-acetylene or similar welding or cutting equipment blow lamps or blow torches unless the undernoted precautions are complied with:
 - 3.1 the area in which work is being carried out must be adequately cleaned and combustible materials removed to a distance of not less than 6 metres from the work
 - 3.2 if work is to be carried out overhead the area beneath must be similarly cleaned and combustible material removed
 - 3.3 immovable combustible materials floors and other structures within or near to the segregated area must be protected by overlapping sheets of incombustible materials

- 3.4 before heat is applied to material built into or projecting through one side of a wall or partition an inspection shall be made of the other side of the wall or partition to ensure that no combustible materials are in danger of ignition by direct or conducted heat.
- 3.5 there shall be available for immediate use near to the work a two gallon capacity fire extinguisher or other equivalent means of fire extinguishment of a type suitable for the combustible materials and the premises.
- 3.6 nearby hydrants and hoses, if any must be connected up in readiness for immediate use and tested prior to commencement of work
- 3.7 an Employee of the Insured must be detailed to work alongside the operatives to see that there is no outbreak of fire
- 3.8 where work is being carried out within a building the occupier or authorized Employee of the occupier of such building must be present during operations
- 3.9 blow lamps or blow torches shall be lighted as short a time as possible before use, extinguished immediately after use and while lighted shall not be left unattended
- 3.10 a thorough examination must be made of the area in which work has been undertaken half an hour after the termination of each period of work

Other terms and conditions

- Interpretation**
1. This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- Choice of Law**
2. This Policy of insurance shall be governed by and construed in accordance with the laws of England and Wales and the Commercial Court, Queen's Bench Division of the High Court of Justice, Royal Courts of Justice, The Strand, London WC2A 2LL shall have exclusive jurisdiction in respect of any dispute arising under or in connection with this Policy, including any dispute as to the formation or validity of the Policy.
- Alteration**
3. The Insured shall as soon as reasonably practicable notify the Company of any material change to the responses of the Insured to the questions of the Company in the application for this Policy and until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not provide an indemnity in respect of liability arising from such altered circumstances.
- Precautions**
4. The Insured shall, at its own expense, take all reasonable precautions to prevent occurrences which may give rise to liability under this Policy (including in the selection of Employees) and all reasonable steps:
 - 4.1 to comply with all applicable statutory requirements and to maintain their ways works machinery plant and premises in good order and repair
 - 4.2 to ensure that their Products are free from defect and fit for the purposes intended and comply with all statutory obligations and regulations imposed by any authority before possession thereof is relinquished to others
 - 4.3 to remedy any defect or danger as soon as reasonably possible after discovery thereof.
- If the Insured fails to comply with the provisions of this clause 4 "Precautions", then the Company will, at its sole discretion, be entitled to decline liability under this Policy in respect of occurrences arising as a result of or materially contributed to by such failure.
- Claims Procedure**
- 5.1 The Insured shall, in respect of an occurrence giving rise to or which may give rise to a claim under this Policy:
 - a) give written notice to the Company as soon as reasonably possible following discovery thereof
 - b) notify the Company in writing as soon as reasonably possible after he/they has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with such occurrence
 - c) forward to the Company as soon as reasonably possible after receipt every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured in connection

with such occurrence

- d) give such information and assistance as the Company may reasonably require within such reasonable time limits as are specified by the Company in connection with such occurrence

5.2 If the Insured fails to comply with the provisions of clause 5.1 "Claims Procedure" in respect of any occurrence giving rise to or which may give rise to a claim under this Policy, then the Company will, at its sole discretion, be entitled to decline liability under this Policy in respect of such occurrence.

5.3 The Insured or any other party who may be entitled to indemnity under this Policy shall NOT negotiate admit liability or make any promise payment or settlement without the Company's written consent.

5.4 the Company shall be entitled

- a) if and so long as it desires, to take over and to have the sole conduct and control of any claim and legal proceedings or alternative disputes resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim up to the maximum liability of the Company under this Policy
- b) to prosecute in the name of the Insured but for the Company's benefit, up to the amount of the Company's liability under this Policy, any claim for compensation or indemnity.

Discharge of Liability

6. The Company may at its sole discretion in respect of any occurrence or occurrences covered by this Policy pay to the Insured the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum or sums already paid), or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the Company shall thereafter be under no further liability in respect of such occurrence or occurrences except for the payment of Costs and Expenses incurred prior to the date of such payment and for which the Company may be responsible hereunder (unless the Limit of Liability is stated to be inclusive of Costs and Expenses).

Non-Contribution

7. If at the time of the happening of any occurrence covered by this Policy there is any other existing, valid and collectible insurance whether effected by the Insured or not covering the same liability the Company shall not be liable to indemnify the Insured in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

Cancellation

8. The Company may cancel this Policy for a valid reason by sending not less than 30 days' notice thereof by recorded delivery letter to the Insured at the Insured's last known address setting out our reasons for cancellation.

In such event the Company shall make a return of the proportionate part of the Premium in respect of the unexpired Period of Insurance from the

effective date of cancellation.

Valid reasons may include but are not limited to:

- the Company reasonably suspects the Insured of dishonest or fraudulent behavior in connection with a claim under this Policy
- the Insured's failure to provide such cooperation, assistance, information or documentation to the Company as required by this Policy

Notwithstanding any other provision of this Policy, where any Premium payable by direct debit installments is not received, the Company will request payment for that unpaid Premium in writing. If payment is not received within 15 days of that request, the Policy will be cancelled with effect from the date on which the initial unpaid direct debit was due.

Contracts (Rights of Third Parties) Act

9. A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This Condition does not affect any right or remedy which exists or is available notwithstanding such Act.

Misrepresentation

10. This Policy will be voidable and the Company will have no liability under this Policy if the Insured has deliberately or recklessly made a misrepresentation in the application for this Policy.

11. If the Insured has carelessly made a misrepresentation in the application for this Policy, then the Company's remedy for such misrepresentation will be based upon what it would have done if the Insured had taken reasonable care not to make the misrepresentation. Accordingly:

11.1 if the Company would not have entered into this Policy on any terms, the Company may avoid the Policy and refuse all claims and shall return the Premiums paid by the Insured;

11.2 if the Company would have entered into this Policy but on different terms (excluding terms relating to the Premium), then:

a) in respect of any outstanding claims, this Policy shall be treated by the Company and the Insured as if it had been entered into on those different terms; and

b) in respect of the future treatment of the Policy, the Company may either (i) give notice to the Insured that the Policy will be treated as if it had been entered into on those different terms and the Policy shall be so treated or (ii) terminate the Policy on reasonable notice to the Insured, in which case it shall make a return of the proportionate part of the Premium in respect of the unexpired Period of Insurance from the effective date of cancellation;

11.3 if the Company would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, then, without prejudice to any rights the Company may have under 11.2:

a) in respect of any outstanding claims, the Company

may Reduce Proportionately (as defined below) the amount to be paid on a claim;

- b) in respect of the future treatment of the Policy, the Company may either (i) give notice to the Insured that the Company may Reduce Proportionately the amount to be paid by the Company in respect of all future claims and the Company's obligations under this Policy shall be so limited or (ii) the Company may terminate the Policy on reasonable notice to the Insured, in which case it shall make a return of the proportionate part of the Premium in respect of the unexpired Period of Insurance from the effective date of cancellation; and

12. if the Company gives notice to the Insured under clause 11.2(b)(i) or 11.3(b)(i), then the Insured may terminate the Policy by giving reasonable notice to the Company, in which case the Company shall make a return of the proportionate part of the Premium in respect of the unexpired Period of Insurance from the effective date of cancellation.
13. Termination of the Policy under any of clauses 11.2(b)(ii), 11.3(b)(ii) or 12. will not affect the treatment of any claim arising under the Policy in the period before termination.
14. The rights granted to the Company under clauses 11.2(a) and 11.3(a) and 11.2(b)(i) and 11.3(b)(i) are, in each case, cumulative and not mutually exclusive.

For the purposes of clause 11, "Reduce Proportionately" means that the Company need pay on the claim only X% of what it would otherwise have been under an obligation to pay under the terms of this Policy where:

$$X = \frac{\text{Premium actually charged}}{\text{The higher premium referred to under clause 11.3}} \times 100$$

The higher premium referred to under clause 11.3

Invalidity/Severability

15. In the event that any condition (or part thereof) or exclusion (or part thereof) or other term of this Policy is found to be invalid or unenforceable, the remainder shall continue to be in full force and effect.

**Consumer Insurance
(Disclosure and
Representations) Act 2012**

16. The provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 shall apply to this Policy as if this Policy were a "consumer insurance contract" and each of the Insureds were a "consumer", in each case for the purposes of that Act.

Retention

17. The Company shall only be liable in excess of the retention set out in the Schedule at Item 9 (the "**Retention**"), which Retention shall apply to each and every claim and shall be inclusive of Costs and Expenses and Legal Defence Costs.

NOTICE TO THE INSURED

Data Protection Act 1998

We may store your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose your personal details to third parties, if it is necessary for the performance of your contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by us or our agents.

We will keep your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer your information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with your insurance application, we will assume you are agreeable for us to transfer your information to a country outside the EEA.

Should you wish to receive a copy of the information we hold on you, please contact the Compliance Officer, Ironshore Europe DAC, 2 Shelbourne Buildings, Shelbourne Road, Ballsbridge, Dublin 4, Ireland.

Claims and General Enquiries

Claims should be notified to the Company in writing in accordance with the terms of this Policy at the following address:

Claims Manager
Level 3
8 Fenchurch Place
London
EC3M 4AJ
United Kingdom

Telephone: +44 207 3374414
Email: iedac.claims@ironshore.com

The Company is committed to providing a first class service at all times. If at any time you have any questions or concerns regarding this Policy or the handling of a Claim, you should in the first instance contact the Company at the address set out above or on the following telephone number: +44 207 3374414.

Complaint Procedure

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to:

Compliance Officer
Ironshore Europe DAC
2 Shelbourne Buildings, Shelbourne Road
Ballsbridge,
Dublin 4
Ireland

Telephone: +353 1 232 1986

If you are not satisfied with our final response to your complaint, you may have the right to refer the matter to the Financial Ombudsman Service

The address is:

Financial Ombudsman Service
Exchange Tower
London E14 9SR
United Kingdom

Telephone: - +44 800 023 4 567 or +44 300 123 9 123
www.financial-ombudsman.org.uk

The Financial Ombudsman's Service decision is binding upon the **Company** but you are free to reject it without affecting your legal rights.

Financial Services Compensation Scheme

The **Company** is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the **Company** cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

The FSCS's contact details are:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London, EC3A 7QU

Telephone: +44 800 678 1100 or +44 20 7741 4100
www.fscs.org.uk