

Per Capita Liability Insurance Policy

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INTRODUCTION

Certification and extent of policy coverage

This is to certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the schedule) to Capital Market Underwriters Ltd, by Insurers, and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the Business, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

Provided always that:

- 1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- 2) this Policy insures only in respect the sections specified in the Policy Schedule.
- 3) this Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

Please read this policy together with the Schedule and notify us immediately of any errors or omissions.

The Schedule attached to this booklet provides details of the sections that are operative and the cover that has been agreed.

It is important that you comply with any conditions in addition to your duties under each section and under the Policy as a whole. If you breach any of these the Insurers may deny your claim, or reduce the amount they pay you.

Wherever a particular meaning has been given to a word or expression in the General Definitions or the Definitions within the Sections of the policy, the same meaning will attach to the word or expression whenever it appears in the Policy or Section respectively.

The Insurers acceptance of this risk is based on the information presented to them being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

The Insurers draw your attention to the General Condition – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, they may void the policy.

The Insurers continued acceptance is based on any changes from the original information presented being advised and accepted by them.

The Insurers also draw your attention to the General Condition – Alteration where a change in risk shall allow them to avoid a claim or impose additional terms or conditions.

If you are in any doubt about any of the above you should consult your insurance broker or advisor.

This Policy has been issued and signed on behalf of Insurers by

Capital Markets Underwriting
Arden House
Arden Grove
Harpenden
Hertfordshire
AL5 4SL

CUSTOMER INFORMATION

Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Insurers in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Insurers reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You

GENERAL DEFINITIONS

DEFINITIONS TO THE EMPLOYERS' LIABILITY SECTION

Act of Terrorism

means an act, including but not limited to the use of force or violence and/or the threat of thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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.

Business

means business described in the Policy Schedule including

- (1) the ownership (including maintenance) of buildings specifically insured by this Policy
- (2) the provision and management of canteen social sports and welfare facilities for your Employees
- (3) first aid fire and ambulance services
- (4) private work carried out with your consent for you or any of your directors partners or other senior officials of your Business by any of your Employees within the Geographical Limits

Costs and Expenses

means

- (1) all costs and expenses recoverable by any claimant from you
- (2) the costs and expenses incurred with the written consent of the Insurers for
 - (a) representation at any Coroner's Inquest or Inquiry in respect of any death
 - (b) the defence of proceedings in any court brought against you in respect of breach or alleged breach of statutory duty resulting in Injury
- (3) all other costs and expenses of litigation incurred with the written consent of the Insurers relating to an occurrence which may give rise to indemnity

Damage

means loss of possession of or damage to tangible property

Deductible / Excess

means amount shown in the Schedule to any Section of this Policy being the amount of each and every claim which is not covered and for which you are considered to be your own insurer

Employee

means

- (1) any person under a contract of service or apprenticeship with you
- (2) any person hired or borrowed by you in the course of their contract of service or apprenticeship with another employer
- (3) any person under a government or other authorised work experience or youth training or similar scheme
- (4) any self employed person

- (5) any labour master or labour only sub-contractor or person supplied by any of them whilst engaged in working for the Insured in connection with the Business
- (6) any voluntary worker

Endorsement

means any additional terms relating to the insurance provided by this Policy which are

- (1) not within the Policy but attached to any Schedule issued by the Insurers or
- (2) within the Policy and stated in the Policy Schedule as applying to this Policy

Geographical Limits

means United Kingdom the Channel Islands and the Isle of Man

Injury

means death, bodily injury, illness or disease of or to any person.

Insured/you/your

means person (s) and/or company(ies) named in the Policy Schedule

Insurers

means Argenta Syndicate 2121 at Lloyd's

Offshore

means from the time of embarkation by an Employee onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an Employee from a conveyance onto land upon return from either an offshore rig or offshore platform

Product

means any tangible property after it has left the care 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.

Pollution

means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

SECTION A - EMPLOYERS' LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

In the event of Injury to any Employee caused during the Period of Insurance and arising out of and in the course of their employment by you in connection with your Business within the Geographical Limits the Insurers will indemnify you against all sums that you shall become legally liable to pay as compensation in respect of such Injury together with Costs & Expenses

BASIS OF PAYMENT

The liability of the Insurers for compensation and Costs and Expenses will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause

The Insurers may at any time pay to you or anyone else entitled to indemnity under this Section

- (1) the amount stated as the Limit of Indemnity in the Schedule applicable to this Section after deducting any sum or sums already paid as compensation and any Costs and Expenses paid by the Insurers or
 - (2) any lesser amount for which any claim or claims can be settled
- and upon such payment the Insurers will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for Costs and Expense incurred or which can be recovered in respect of action taken before the date of Insurers' payment under this Section
- Any sum paid will be inclusive of all Costs and Expenses incurred and no further sums will be payable by the Insurers

EXCLUSIONS TO THE EMPLOYERS' LIABILITY SECTION

There will be no indemnity under this Section for

Work Offshore

- (1) you or anyone claiming indemnity under this Section in respect of liability arising Offshore

Indemnity for directors partners and Employees

- (2) liability of any of your directors partners or Employees for which you would not have been entitled to indemnity if the claim had been made against you

Fines or Penalties

- (3)
 - (a) the payment of fines or penalties
 - (b) the costs of appeal against any improvement or prohibition notices
 - (c) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - (d) compensation ordered or awarded by a Court of Criminal Jurisdiction

Mechanically propelled vehicles

- (4) Injury to any Employee whilst
 - (a) carried in or upon
 - (b) entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

Asbestos

- (5) liability arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub- Limit of Indemnity of £5,000,000 shall apply. It is a condition precedent to the liability of the Insurers that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Hazardous Locations

- (6) any claim, unless agreed otherwise arising in connection with any manual work on or in
- (a) docks harbours or railways
 - (b) watercraft
 - (c) chemical or petro chemical works oil or gas refineries or storage facilities
 - (d) aircraft airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installations where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

Terrorism

- (7) liability directly or indirectly caused by, resulting from or in connection with
- (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism

Notwithstanding the foregoing it is agreed that this exclusion will not apply to damages payable by the Insured for any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause up to a limit of £5,000,000 inclusive of all costs and expenses.

CONDITIONS TO THE EMPLOYERS' LIABILITY SECTION

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but you shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Indemnity to Others

- (1) If you so request
- (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you
 - (b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Where any contract or agreement entered into by you so requires any principal in like manner to you in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an Employee

Provided that they observe the terms of this Policy as far as they can apply

Contractual Liability

Subject to Exclusion (3) of this Section where any contract or agreement entered into by you so requires liability assumed by you by virtue of such contract or agreement but only in so far as concerns liability to an Employee

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought
in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is
the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|-----|---|--------------|
| (1) | by you or any of your directors or partners | £250 per day |
| (2) | by any of your Employees | £100 per day |

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained against someone other than you

- (1) under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any Employee or their representative
- (2) in respect of Injury arising out of and in the course of your Employee's employment or engagement by you which remains unsatisfied in whole or in part six months after the date of such judgement the Insurers will at your request pay to your Employee or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) the judgement relates to Injury which would otherwise be covered under this Section
- (c) any payment made by the Insurers will be only in respect of liability for which you would have been entitled to indemnity under this Section had judgement been made against you
- (d) the Insurers are entitled to take over and prosecute for their own benefit any claim made against any other person and you and your Employee or their representative must provide all information and assistance required by the Insurers

Geographical Limits

The Geographical Limits shall extend to include elsewhere in the world for visits made in connection with the Business by you or any of your directors partners or Employees in a non-manual capacity provided that such persons usually reside within the Geographical Limits

SECTION B - PUBLIC LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

In the event of

- (1) accidental Injury to any person
- (2) accidental loss of or accidental damage to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring during the Period of Insurance and arising in connection with

- (a) your Business
- (b) the occupation of the Premises

within the Geographical Limits the Insurers will indemnify you in respect of your liability at law for compensation together with Costs and Expenses

BASIS OF PAYMENT

The liability of the Insurers will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause

In addition the Insurers will pay Costs and Expenses

EXCLUSIONS TO THE PUBLIC LIABILITY SECTION

This Section does not cover

Deductible

- (1) the amount stated in the Schedule applicable to this Section as the Deductible in respect of (2) of the Insuring Clause to this Section only

Fines liquidated damages or penalties

- (2)
 - (a) liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages
 - (b) the costs of appeal against any improvement or prohibition notices
 - (c) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - (d) compensation ordered or awarded by a Court of Criminal Jurisdiction

Injury to Employees

- (3) liability to any Employee for Injury arising out of and in the course of their employment by you

Property in your custody or control

- (4) physical loss of or damage to
 - (a) property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors directors partners or Employees)
 - (b) that part of any property on which you or any of your Employees or agents are or have been working where the physical loss or damage results from such work

Deliberate acts

- (5) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

Contractual liability

- (6) liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Section

Advice and professional services

- (7) liability caused by or arising from
 - (a) any advice design or specification given by you or on your behalf for a fee

- (b) professional services rendered by you or on your behalf

North American risks

- (8) liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction

Aircraft hovercraft and watercraft

- (9) liability caused by or arising from the ownership possession or use by you or on your behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

Mechanically propelled vehicles

- (10) liability caused by or arising from the ownership possession or use by or on behalf of you of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

Products

- (11) liability caused by or arising from or in respect of Products

Hazardous locations

- (12) any claim arising unless agreed otherwise in connection with any manual work on or in
 - (a) docks harbours or railways
 - (b) watercraft or offshore gas or oil installations
 - (c) chemical or petro chemical works oil or gas refineries or storage facilities
 - (d) aircraft airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installations where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

Cyber Liability

- (13) liability arising directly or indirectly out of
 - (a) loss of alteration of or damage to
or
 - (b) reduction in the functionality availability or operation of
any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities
For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

Asbestos

- (14) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

- (15) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or

any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Component Building Material

- (16) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Work Offshore

- (17) you or anyone claiming indemnity under this Section in respect of liability arising Offshore

CONDITIONS TO THE PUBLIC LIABILITY SECTION

(1) HEAT CONDITIONS

It is a condition precedent to all liability of the Insurers under this Section that in respect of any use away from the Premises of oxy-acetylene welding equipment or other plant the use of which involves the application of heat the following instructions in writing are given to all your supervisory staff with a specific requirement that the stated information be complied with on each occasion

- (a) the area in which work is to be carried out must be adequately cleared of moveable combustible materials to a distance not less than 20 feet from the work
- (b) if work is to be carried out in an area where combustible materials cannot be moved such combustible materials must be covered and protected by over-lapping sheets or screens of non-combustible material
- (c) if work is to be carried out overhead the area beneath must be similarly cleared and combustible materials removed
- (d) suitable two gallon capacity fire extinguisher must be kept available for immediate use
- (e) blow lamps and blow torches must be lit in as short a time as possible before and extinguished immediately after use
- (f) neither lighted blow lamps nor blow torches may be left unattended
- (g) a thorough examination must be made of the area in which work has been undertaken half an hour after each period of work has finished

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Indemnity to Others

- (1) If you so request
 - (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against you
 - (b) any officer or member of your social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|-----|---|--------------|
| (1) | by you or any of your directors or partners | £250 per day |
| (2) | by any of your Employees | £100 per day |

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Food Safety Act Defence Costs

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- (1) in defending any prosecution for breach of duty
- (2) with the Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where circumstances may otherwise give rise to a claim under this Section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Defective Premises Act

Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by you in connection with your Business

excluding any liability for

- (1) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- (2) any physical loss of or damage to such premises

Leased and Rented Premises

Exclusion 4(a) of this Section does not apply to physical loss or damage to premises leased or rented to you in connection with your Business

Wrongful Arrest

Legal liability to pay compensation together with Costs and Expenses following any charge of wrongful arrest or malicious prosecution made against you during the Period of Insurance in respect of any allegation of theft or the improper conduct by any person (other than your Employees) at the Premises

Overseas Personal Liability

You and if you so request

- (1) any of your directors partners or Employees
- (2) your spouse or child or any spouse or child of your director partner or Employee accompanying you or accompanying such director partner or Employee

against liability at law for compensation together with Costs and Expenses for liability incurred in a personal capacity while you or any of your partners or Employees are visiting a country anywhere in the world in connection with your Business
excluding any liability

- (a) arising from any contract or agreement unless liability would have existed otherwise
- (b) arising out of the ownership or occupation of land or buildings
- (c) arising from the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

Data Protection Act

Liability arising under the Data Protection Act 1998

Provided that

- (1) you have applied for Registration in the required manner to the Data Protection Registrar and your application has not been withdrawn or refused
- (2) the liability of the Insurers for compensation payable in respect of any one claim or series of claims arising from one source or original cause will not exceed £100,000 in any one Period of Insurance
excluding any liability
 - (a) arising from the recording processing or provision of data for reward or to determine the financial status of any person
 - (b) in relation to any act of defamation
 - (c) in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Contingent Liability for Employee's Vehicles

Exclusion (10) of this Section excludes mechanically propelled vehicles but the Insurers will indemnify you for liability caused by or in connection with any vehicle owned by an Employee which is being used in the course of your Business

excluding any liability

- (1) arising when such vehicle is being driven
 - (a) by you
 - (b) with your consent by anyone whom you know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (2) for physical loss of or damage to any such vehicle
- (3) for any use outside the Geographical Limits

Vehicles used as a Tool of Trade

Exclusion (10) of this Section excludes mechanically propelled vehicles but the Insurers will indemnify you for your liability arising out of

- (1) the use in connection with your Business of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade
- (2) the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance

Sudden and Unintended Pollution

Pollution is excluded but this Section provides Pollution cover subject to all other provisions of this Policy for liability in respect of Injury or loss of or damage to property caused solely by Pollution

- (1) which results from a sudden identifiable unintended and unexpected incident and
 - (2) such incident occurs entirely at a specific and identified time and place while the Policy remains in force
- Provided that
- (a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
 - (b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
 - (c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

Geographical Limits

The Geographical Limits shall extend to include elsewhere in the world for visits made in connection with your Business in a non-manual capacity provided that such persons usually reside within the Geographical Limits

SECTION C - PRODUCTS LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

In the event of

- (1) accidental Injury to any person
- (2) accidental loss of or damage to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring during the Period of Insurance and caused by Products anywhere in the world except as excluded, Insurers will indemnify you against your liability at law for compensation together with Costs and Expenses

BASIS OF PAYMENT

The liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause and in total during any one Period of Insurance

In addition the Insurers will pay Costs and Expenses

EXCLUSIONS TO THE PRODUCTS LIABILITY SECTION

This Section does not cover

Deductible

- (1) the amount stated in the Schedule applicable to this Section as the Deductible in respect of (2) of the Insuring Clause to this Section only

Fines liquidated damages or penalties

- (2)
 - (a) liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages
 - (b) the costs of appeal against any improvement or prohibition notices
 - (c) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - (d) compensation ordered or awarded by a Court of Criminal Jurisdiction

Injury to Employees

- (3) liability to any Employee in respect of Injury arising out of and in the course of their employment by you

Damage to property in your custody or control

physical loss of or damage to

- (a) any property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors directors partners or Employees)
- (b) that part of any property on which you or any of your directors partners Employees or agents are or have been working where the physical loss or damage results from such work

Deliberate acts

- (4) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

Advice and professional services

- (5) liability caused by or arising from
 - (a) any advice design or specification given by you or on your behalf for a fee
 - (b) professional services rendered by you or on your behalf

North American risks

- (6) liability caused by or arising from any Products known by you to be for use or integrated within any other Products for use in or supply to the United States of America or Canada or any territory within their jurisdiction

Contractual Liability

- (7) Injury or physical loss of or damage to property caused by or arising from Products where liability attaches solely by reason of any contract or agreement other than liability arising under a condition or warranty of goods implied by law

Replacement or repair of defective Products

- (8) liability for the cost of making good repairing altering removing or replacing any defective or incorrect Products or making any refund

Recall of Products

- (9) liability arising out of the recall of any Product or part thereof

Marine and aviation Products

- (10) liability caused by or arising from any Products known by you to be for use in or on any aircraft aero spatial device hovercraft or waterborne craft or for marine or aviation purposes

Property in your possession

- (11) liability caused by or arising from property in your possession or belonging to your directors partners or Employees

Cyber Liability

- (12) liability arising directly or indirectly out of
(a) loss of alteration of or damage to
or
(b) reduction in the functionality availability or operation of
any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities
For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

Asbestos

- (13) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

- (14) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or

any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Component Building Material

- (15) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Work Offshore

- (16) you or anyone claiming indemnity under this Section in respect of liability arising Offshore

CONDITIONS TO THE PRODUCTS LIABILITY SECTION

Indemnity to Others

- (1) If you so request
- (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you
 - (b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services whilst acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|-----|---|--------------|
| (1) | by you or any of your directors or partners | £250 per day |
| (2) | by any of your Employees | £100 per day |

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Food Safety Act Defence Costs

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- (1) in defending any prosecution for breach of duty
- (2) with the Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where the circumstances may otherwise give rise to a claim under this Section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Sudden and Unintended Pollution

Pollution is excluded but this Section provides Pollution cover subject to all other provisions of this Policy for liability in respect of Injury or loss of or damage to property caused solely by Pollution

- (1) which results from a sudden identifiable unintended and unexpected incident and
 - (2) such incident occurs entirely at a specific and identified time and place while this Policy remains in force
- Provided that
- (a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
 - (b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
 - (c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause and in total during any one Period of Insurance

GENERAL CONDITIONS

General Conditions Applicable to All Sections of the Policy

Claims Notification

The Insured shall give immediate notice in writing to the Insurers of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Insurers may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Insurers immediately they are received.

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurers who 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 and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may reasonably require.

If you need to notify of an occurrence that may give rise to a claim you should contact your professional intermediary or alternatively your appropriate Insurer

Discharge of Liability

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

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

Alteration

This policy shall be terminated if:

- a) the Business is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or
- b) your interest ceases other than by death or
- c) any alteration is made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by the Insurers and in respect of (c) the Insurers agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement on this Policy the Insurers would not have entered into this Policy on any terms.
- ii) you shall pay an appropriate additional premium if required by the Insurers with effect from the date of the alteration.
- iii) the Insurers shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.

Premium Adjustment

Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Insurers require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Insurers shall entitle the Insurers to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

Proposal / Declaration

Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.

Fraud

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by you or anyone appointed to act on your behalf to obtain any benefit under this Policy or if any Damage, claim or loss is occasioned by the wilful act or connivance of you, the Insurers will:

- a) have no liability to pay any part of or the whole of the fraudulent claim
- b) be entitled to refuse all claims arising after the fraudulent action
- c) remain liable for legitimate claims before the fraudulent action
- d) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

Policy Voidable

This policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.

However, the Insurers agree not to void the Policy provided that:

- a) such misrepresentation or non-disclosure has not been deliberate or reckless
- b) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, the Insurers would not have entered into this Policy on any terms.
- c) the Insurers shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration.

If at the time of Damage, claim or loss the premium charged to you would have been higher but for the misrepresentation or non-disclosure in any material particular the Insurers liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium.

Precautions and Reasonable Care

The insured shall take all reasonable precautions:

- a) for the safety of and to avoid, prevent or minimise any loss of or damage to property;
- b) to avoid, prevent or minimise any injury to others or damage to their property;
- c) to prevent the sale of or supply of Products which are defective in any way;

The Insured shall also:

- a) comply with all statutory and other obligations and regulations imposed by any authority;
- b) maintain the Premises, machinery, plant and equipment and other services (including fire, security, and safety equipment) in a satisfactory state of repair.
- c) exercise reasonable care in the selection and supervision of Employees and in the selection and employment of competent staff.

Cancellation

The Insurers may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.

Interpretation

Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

Contract (Rights of Third Parties) Act 1999

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

Data Protection Act 1998

It is understood by the Insured that any information provided to the Insurers regarding the Insured will be processed by the Insurers, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Employers Liability Tracing Office

By entering into this insurance Policy You will be deemed to specifically consent to use of Your insurance policy data in the following way and for the following purposes.

- 1) Certain information relating to your Insurance policy including without limitation
 - a) the Policy number(s);
 - b) employers' names and addresses (including subsidiaries and any relevant changes
 - c) of name)
 - d) dates of cover
 - e) employers' reference numbers provided by Her Majesty's Revenue and Customs; and
 - f) Companies House reference numbers (if relevant) will be provided to the Employers Liability Tracing Office (ELTO) and added to the electronic database.
- 2) This information will be made available by Insurers to ELTO in a specified and readily accessible form as required by the Employers Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- 3) The data base will assist individual customer claimants who have suffered an employment related injury or disease arising out of the course of their employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants).
 - a) to identify which Insurer(s) provided employers' liability cover during the relevant periods of employment; and
 - b) to identify the relevant employers' liability insurance policies.

Several Liability Notice

The Liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions. The Insurers are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or Co-Insurer who for any reason does not satisfy all or part of its obligations.

Choice of Law and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law. The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

Insured's Compliance

The Insured shall at all times provide such information to and co-operate with the Insurers or the Insurers appointed agents to allow the Insurers to be able to comply with all relevant statutory requirements or such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice or comply with the requirements of official investigation pursuant to Statute or otherwise.

Application Of Limits Of Indemnity (Applicable To Public Liability And Products Sections Only)

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under both Public and Products Liability Section, each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of the Insurers liability shall be limited to the greater of the Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences.

Employers Liability Certificates (Applicable To Employers Liability Section Only)

If this policy or this Section is cancelled any certificate of Employer's Liability insurance is cancelled at the same time.

Contribution

If at the time of any occurrence which gives rise to a claim under this policy the Damage, legal costs, expenses or liability is covered in whole or in part by any other insurance or would be otherwise insured but for the existence

of this policy, the Insurers shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Insurers will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance.

Applicable Compensation Schemes

As a result of ASML's regulatory status, the Financial Services Compensation Scheme (FSCS) may be available to satisfy your claims if we are unable to meet our obligations to you under this contract. The FSCS is the UK's statutory fund of last resort for customers of financial services firms.

If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract and your eligibility. Further information about the Scheme, including who is entitled to make a claim under it and the maximum levels of compensation, are available from:

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

About Our Regulator

Argenta Syndicate Management Limited (registered number 204974) (ASML) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. The FCA's website, which includes a register of all regulated firms can be visited at www.fca.org.uk/register.

GENERAL EXCLUSIONS

General Exclusions Applicable to All Sections of the Policy

Radioactive Contamination

1. This insurance does not cover Damage cost expense or indemnity against any legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
 - (d) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
 - (e) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

War & Similar Risks

2.
 - (a) This insurance does not cover Damage or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
 - (b) This insurance does not cover Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 2 (a) above.

Electronic Risk

3. This insurance does not cover indemnity against any legal liability for Damage, distortion, erasure, corruption or alteration of

ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Date Recognition Exclusion

4. This insurance does not cover liability of whatsoever nature or any physical Damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether belonging to You or not, to
 - (a) correctly recognise any date as its true calendar date; or
 - (b) capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or

- (c) capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which caused the loss of data or information or command or instruction or the inability to capture, save, retain or correctly to process such data or information, command or instruction on or after any date; or
- (d) otherwise function correctly.

Pollution

- 5. This insurance does not cover for any liability arising from Pollution.