



DECLARATIONS

- Item 1. Name and Address of the Named Insured:**
.....
- Item 2. Underlying Insurance(s):**
 - (a) "Bodily Injury", "Personal Injury", "Advertising Injury" and/or "Property Damage" except where a separate amount is specifically shown in (b)-(g) below or is added by endorsement,
any one "Occurrence" without aggregate:
 - or annual aggregate:
 - (b) "Products Liability" and "Completed Operations Liability" combined:
any one "Occurrence" without aggregate:
 - or annual aggregate:
 - (c) "Employers Liability"
any one "Occurrence" without aggregate:
 - (d) "Watercraft Liability"
any one "Occurrence" without aggregate:
 - (e) "Aircraft Liability"
any one "Occurrence" without aggregate:
 - (f) "Automobile Liability"
any one "Occurrence" without aggregate:
 - (g) "Maritime Employer's Liability"
any one "Occurrence" without aggregate:
- Item 3. Self Insured Retention in respect of each "Occurrence":**
.....
- Item 4. Limits of Liability:**
 - (a) Limit in respect of each "Occurrence" which is always subject to (b) below:
.....
 - (b) Aggregate limit separately in respect of:
 - (i) "Products Liability" and "Completed Operations Liability" combined:
.....
 - (ii) All other coverages combined:
.....
- Item 5. Policy Period:**
 - (a) Inception date:
 - (b) Expiry date:

(both dates inclusive)
- Item 6. Currency:**
 - (a) Premiums:
.....
 - (b) Indemnity payments:
.....
- Item 7. Premium:**
 - (a)
 - (b) Payable on (dates):
.....
- Item 8. Payment of Premium to:**
.....
- Item 9. Indemnity Payments to:**
.....
- Item 10. Service of Suit:**
.....
- Item 11. Notice of Occurrence:**
.....
- Item 12. Choice of Law/Jurisdiction:**
.....

LONDON UMBRELLA POLICY

THIS IS AN EXCESS LIABILITY POLICY. PLEASE READ THE ENTIRE DOCUMENT CAREFULLY. SOME WORDS CONTAINED HEREIN HAVE SPECIFIC MEANING. PLEASE REFER TO THE DEFINITIONS SECTION.

I. INSURING AGREEMENTS

1. COVERAGE

In consideration of the payment of the premium set out in Item 7 of the Declarations and in reliance upon the proposal for this policy (hereinafter Policy), statements made, and any supplementary information pertaining to the proposal which are all deemed incorporated herein, Underwriters agree, subject to the Insuring Agreements, Conditions, Exclusions, Definitions and Declarations contained in this Policy, to indemnify the "Insured" in respect of its operations anywhere in the World, for "Ultimate Net Loss" by reason of liability:

- (a) imposed upon the "Insured" by law or
- (b) assumed by the "Insured" under an "Insured Contract",

for damages in respect of:

- (i) "Bodily Injury"
- (ii) "Personal Injury"
- (iii) "Property Damage"
- (iv) "Advertising Injury",

caused by or arising out of an "Occurrence" during the Policy Period as set out in Item 5 of the Declarations.

2. LIMITS OF LIABILITY

Underwriters shall only be liable for "Ultimate Net Loss" in excess of:

- (a) the Underlying Insurance(s) set out in Item 2 of the Declarations, or,
- (b) the Self Insured Retention set out in Item 3 of the Declarations,

whichever is the greater and then only up to the amount stated in Item 4(a) of the Declarations in respect of each "Occurrence".

Regardless of the number of "Occurrences" that may be covered by this Policy Underwriters' total Limits of Liability shall not exceed the amount of "Ultimate Net Loss" set out in Item 4(b) of the Declarations in the aggregate separately in respect of:

- (i) "Products Liability" and "Completed Operations Liability" combined,
- (ii) All other coverages combined,

for each annual period.

The inclusion or addition hereunder of more than one "Insured" shall not increase Underwriters' Limits of Liability as set out in Item 4 of the Declarations.

3. UNDERLYING INSURANCE(S)/SELF INSURED RETENTION

Regardless of the number of "Occurrences" that may be covered by this Policy:

- (a) where the Underlying Insurance(s) is any one "Occurrence" the "Insured" shall always be liable for either the Underlying Insurance(s) or the Self Insured Retention, whichever is the greater, in respect of each and every "Occurrence;"
- (b) where the Underlying Insurance(s) is in the aggregate, the "Insured" shall always be liable for the remaining Underlying Insurance(s) or the Self Insured Retention, whichever is the greater, in respect of each and every "Occurrence".

The Self Insured Retention shall be subject to no aggregate limitation regardless of the number of "Occurrences" that may be covered by this Policy.

The "Insured" shall have the right to insure all or part of the Underlying Insurance(s) and/or the Self Insured Retention.

4. JOINT VENTURES

As regards any liability of the "Insured" which is covered under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter "Joint Venture") in which the "Insured" has an interest:

- (a) the Underlying Insurance(s), or
- (b) the Self Insured Retention, and
- (c) the Limits of Liability of Underwriters under this Policy,

shall be limited to the product of:

- (i) the percentage interest of the "Insured" in said "Joint Venture" or such percentage as takes account of any acceptance by Underwriters as set out in Definition 13(f), and
- (ii) the Underlying Insurance(s), the Self Insured Retention and the Limits of Liability specified by this Policy, respectively.

Where the percentage interest of the "Insured" in said "Joint Venture" is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the "Joint Venture". Such percentage shall not be increased by the insolvency, bankruptcy, or receivership of any members of the said "Joint Venture" or any other parties. Nothing contained in this Joint Venture clause shall make this Policy subject to the terms of any other insurance.

II. CONDITIONS

This Policy is subject to the following conditions:

1. APPEALS

In the event the "Insured" elects not to appeal a judgement which may, in whole or in part, involve indemnity under this Policy, Underwriters may, following discussion with the "Insured", elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Underwriters exceed the relevant Limits of Liability set out in Item 4 of the Declarations plus such costs, expenses, disbursements and interest.

2. APPLICATION OF RECOVERIES

All recoveries or payments recovered or received subsequent to a payment by Underwriters under this Policy, after deduction of all recovery expenses, shall be applied as if recovered or received prior to such payment and all necessary adjustments shall then be made between the "Insured" and Underwriters.

3. APPORTIONMENT OF "DEFENCE EXPENSES"

Whenever any written demand received by the "Insured" for damages is finally resolved by a payment by the "Insured" which, regardless of the amount thereof, is only covered in part by this Policy, then the percentage of any "Defence Expenses" that can be included in the "Ultimate Net Loss" shall be calculated by dividing that part of such payment which is covered by this Policy, by the total amount paid by the "Insured".

4. ASSIGNMENT

Assignment of interest under this Policy shall not bind Underwriters unless and until their written agreement thereto is secured.

5. CANCELLATION

Cancellation of this Policy may be effected either

- (a) by the "Insured", or
- (b) by Underwriters or their representatives.

The "Insured" may cancel this Policy by mailing or delivering advance written notice to Underwriters or their representatives stating when the cancellation is to take effect.

If Underwriters cancel the Policy because of non-payment of premium, they or their representatives must mail or deliver to the "Insured" not less than ten (10) days advance written notice stating when the cancellation is to take effect. If Underwriters cancel for any other reason, they or their representatives must mail or deliver to the "Insured" not less than ninety (90) days advance written notice stating when the cancellation is to take effect. Mailing of notice by Underwriters or their representatives to the "Insured" at the mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.

The Policy Period will end on the day and hour stated in the cancellation notice.

If Underwriters cancel the Policy, final premium will be calculated pro rata based on the time that this Policy was in force.

If the "Insured" cancels the Policy, final premium will be more than pro rata; it will be based on the time this Policy was in force and increased by Underwriters' short rate cancellation table and procedure.

Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if no refund has been made or offered to the "Insured". Underwriters' cheque, or their representative's cheque, mailed or delivered, shall be sufficient tender of any refund due to the "Insured".

The first named "Insured" in Item 1 of the Declarations shall act on behalf of all other "Insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under the Policy.

Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with the law.

6. CHOICE OF LAW/JURISDICTION

If and as attached to this Policy per Declarations.

7. CROSS LIABILITY

In the event of an "Occurrence" resulting in "Bodily Injury" to an employee of one "Insured" hereunder for which another "Insured" is, or may be, liable then this Policy shall cover such "Insured" against whom a "Claim" for damages has been made or may be made in the same manner as if separate policies had been issued to each "Insured" hereunder.

In the event of an "Occurrence" resulting in "Property Damage" to property of one "Insured" hereunder for which another "Insured" is, or may be, liable then this Policy shall cover such "Insured" against whom a "Claim" for damages has been made or may be made in the same manner as if separate policies had been issued to each "Insured" hereunder.

Nothing contained herein shall operate to increase Underwriters' Limit of Liability set out in Item 4 of the Declarations.

8. CURRENCY AND PAYMENTS OF PREMIUMS

Premiums and indemnity payments due under this Policy are payable in the currencies set out in Item 6 of the Declarations. Payment of premiums shall be made by the first named "Insured" set out in Item 1 of the Declarations to the person or entity set out in Item 8 of the Declarations. If the first named "Insured" or its agent fails to pay the premium due to Underwriters by the due date, Underwriters may issue notice to the named "Insured" set out in Item 1 of the Declarations stating when, not less than ten (10) days thereafter, cancellation shall be effective.

9. DEFENCE

Underwriters shall not be called upon to assume the handling or control of the defence or settlement of any "Occurrence" that may be covered under this Policy but Underwriters shall have the right, but not the duty, to participate with the "Insured" in the defence or settlement of any "Occurrence" which may be indemnifiable in whole or in part by this Policy.

10. INSOLVENCY

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the "Insured" and/or any other Underwriter shall not operate to:

- (a) deplete the Underlying Insurance(s) set out in Item 2 of the Declarations;
- (b) deplete the Self Insured Retention set out in Item 3 of the Declarations;

- (c) increase Underwriters' liability under this Policy;
- (d) increase any Underwriters' share of liability under this Policy;
- (e) relieve Underwriters from the payment of "Ultimate Net Loss" under this Policy.

11. INSPECTION AND INVESTIGATION

Underwriters may, at any time, audit and examine the books and records of the "Insured" as they relate to this Policy at any time during the Policy Period and for up to three years after the expiration or termination of this Policy.

Underwriters have the right, but are not obligated, to inspect the premises and operations of the "Insured" at any time. The inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premiums to be charged. Underwriters may give the "Insured" reports on the conditions found. They may also recommend changes. Whilst they may help reduce losses, Underwriters do not undertake to perform the duty of any person or organisation to provide for the health or safety of the "Insured's" employees or the public. Underwriters do not warrant that the premises or operations of the "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

12. LOSS PAYABLE

Any amount for which Underwriters are liable under this Policy shall be due and payable solely to the agent of the "Insured" set out in Item 9 of the Declarations within thirty (30) days after it is agreed by Underwriters.

13. MAINTENANCE OF UNDERLYING INSURANCE(S)

During the Policy Period, the "Insured" agrees:

- (a) to keep the policies listed in Item 2 of the Declarations in full force and effect;
- (b) that any renewals or replacements of the policies listed in Item 2 of the Declarations will not be more restrictive in coverage;
- (c) that the limits of insurance of the policies listed in Item 2 of the Declarations shall not change except for any reduction or exhaustion of aggregate limits by payment of "Claims" for "Occurrences" covered by this Policy; and,
- (d) that the terms and endorsements of the policies listed in Item 2 of the Declarations will not materially change during the Policy Period.

If the "Insured" fails to comply with any of these requirements, Underwriters will only be liable to the same extent that they would have been, had the "Insured" fully complied with these requirements.

14. NOTICE OF OCCURRENCE

Written notice must be given to Underwriters within ninety (90) days through the persons named in Item 11 in the Declarations by or on behalf of the "Insured" whenever the "Insured" has information:

- (a) of any "Occurrence" causing the death of a human being; or,
- (b) of any "Occurrence" where any injury of the following type occurs:
 - (i) quadriplegia or paraplegia; or,
 - (ii) major amputations (leg, arm, foot or hand); or,
 - (iii) other serious injuries such as head injuries, serious burns, loss of an eye, permanent loss of any of the senses, severe scarring, alleged paralysis;
- (c) of any "Occurrence" which the "Insured" should reasonably conclude may deplete the Underlying Insurance(s) or Self Insured Retention by 50% or more; or,
- (d) of any claim(s) in which Underwriters are named.

15. OIL POLLUTION ACT DISCLAIMER

This Policy of insurance is not evidence of financial responsibility under the Oil Pollution Act 1990 or any similar national, federal, state or local laws. Any showing or offering of this Policy by the "Insured" as evidence of insurance shall not indicate that the Underwriters have consented to act as guarantor or to be sued directly in any jurisdiction whatsoever for the purposes of the Oil Pollution Act 1990. Underwriters do not consent to be guarantors or to be sued directly.

16. OTHER INSURANCE

If other insurance applies to a "Claim" also covered by this Policy, this Policy will apply excess of the other insurance regardless of whether the other insurance is valid or collectable. However, this provision will not apply if the other insurance is specifically written to be excess of this Policy.

17. PREVENTION OF FURTHER OCCURRENCES

As soon as the "Insured" becomes aware of an "Occurrence", the "Insured" shall promptly, and at its own expense, take all reasonable steps to prevent further "Bodily Injury", "Personal Injury", "Property Damage" and/or "Advertising Injury" resulting from the same "Occurrence" (or conditions which may give rise to a similar "Occurrence").

18. PRIOR INSURANCE

If a loss covered by this Policy is also covered in whole or in part under any other excess policy issued to the "Insured" prior to the effective date of this Policy, Underwriters' Limits of Liability as stated in Item 4 of the Declarations will be reduced by any amounts due to the "Insured" under such prior insurance.

19. SEPARATION OF "INSUREDS"

Except with respect to Underwriters' Limits of Liability and any rights or duties specifically assigned to the first named "Insured" designated in Item 1 of the Declarations, this insurance applies:

- (a) as if each named "Insured" were the only named "Insured"; and,
- (b) separately to each "Insured" against whom "Claim" is made or suit brought.

20. SERVICE OF SUIT

If and as attached to this Policy per Declarations.

21. SUBROGATION

Where an amount is paid by Underwriters under this Policy, the "Insured's" rights of recovery against any other person or entity in respect of such amount shall be exclusively subrogated to Underwriters. At Underwriters' request the

“Insured” will assist, co-operate and lend its name to the exercise of Underwriters’ rights of subrogation. The “Insured” shall do nothing to prejudice such rights.

All recoveries shall be applied as follows:

- (a) any interests, including the “Insured” that have paid an amount in excess of Underwriters’ payment under this Policy will be reimbursed first;
- (b) Underwriters then will be reimbursed up to the amount they have paid; and,
- (c) lastly, any interests, including the “Insured” over which Underwriters’ insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery shall be apportioned between the interests, including the “Insured”, in the ratio of their respective recoveries as finally settled.

22. TRANSFER OF RIGHTS AND DUTIES

The rights and duties of the “Insured” under this Policy may not be transferred without prior written consent of Underwriters.

If the “Insured” dies or is legally declared bankrupt, rights and duties will be transferred to its legal representative but only while acting within the scope of duties as its legal representative. However, notice of cancellation sent to the first named “Insured” designated in Item 1 of the Declarations and mailed to the address shown in Item 1 of the Declarations of this Policy will be sufficient notice to effect cancellation of this Policy.

23. WAIVER OR CHANGE

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver of or change in any part of this Policy. This Policy can only be changed by a written endorsement that becomes a part of this Policy and is signed by or on behalf of Underwriters.

III. EXCLUSIONS

This Policy does not apply to any actual or alleged liability:

1. arising out of breach of contract;
2.
 - (a) arising out of “Occupational Disease”;
 - (b) arising under any workers’ compensation, unemployment compensation or disability laws, statutes, or regulations;
 - (c) for “Employers Liability” where the “Occurrence” takes place, and jurisdiction is ruled to be, in any state(s) where the “Insured” is a non-participant in or non-subscriber to regular programmes established by that state’s workers’ compensation, unemployment compensation or disability laws, statutes, or regulations; provided however, that this exclusion does not apply to liability of a “Third Party” assumed by the “Insured” under an “Insured Contract”;
 - (d) which any “Insured” may have to its own employee arising out of the actions or omissions of another of its own employees;
 - (e) to any “Leased Employee”;
3. arising out of “Aviation Products”;
4. for “Discrimination”, “Sexual Harassment” and/or “Inappropriate Employment Conduct”;
5. for “Property Damage” to property:
 - (a) owned, leased, rented or occupied by the “Insured”;
 - (b) in the care, custody or control of the “Insured”;
6. for “Property Damage” to the “Insured’s Products” arising out of it or any part of it;
7. for “Property Damage” to property worked on by or on behalf of the “Insured” arising out of such work or any portion thereof, or out of any material, parts or equipment furnished in connection therewith;
8. for the withdrawal, recall, return, inspection, repair, replacement, or loss of use of the “Insured’s Products” or work completed by or for the “Insured” or for any property of which such “Insured’s Products” or work form a part;
9. for any fines, penalties, punitive damages, exemplary damages or any additional damages resulting from the multiplication of compensatory damages;
10. for “Personal Injury” or “Advertising Injury” arising out of:
 - (a) failure to perform under any contract;
 - (b) infringement of trademark, patent, service mark or trade name, other than copyright, titles or slogans;
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
 - (d) unfair competition;
11. for any act, negligence, error or omission, malpractice or mistake arising out of “Professional Services”, committed or alleged to have been committed by or on behalf of the “Insured” in the conduct of any of the “Insured’s” business activities;
12. for “Bodily Injury”, “Personal Injury”, “Property Damage” and/or “Advertising Injury” directly or indirectly caused by or arising out of: asbestos; tobacco; coal dust; mold; chromium copper arsenate; Exterior Insulation and Finish System (EIFS); polychlorinated biphenyls; silica; benzene; lead; Methyl Tertiary Butyl Ether/Ethyl; talc; dioxin; pesticides or herbicides; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof;
13. for “Bodily Injury”, “Personal Injury”, “Property Damage” and/or “Advertising Injury” in the nature of: hearing loss or damage; human immuno deficiency virus or acquired immune deficiency syndrome; cumulative trauma disorder; repetitive motion or strain injury; carpal tunnel syndrome;
14. for the “Insured’s” failure to supply or from fluctuations in supply of any oil, gas, electricity, chemicals, products, materials or services;
15. for “Bodily Injury”, “Personal Injury”, “Property Damage” and/or “Advertising Injury” directly or indirectly caused by or arising out of seepage, pollution or contamination however caused whenever or wherever happening;

This exclusion shall not apply where all of the following conditions are shown by the “Insured” to have been met:

- (a) the seepage, pollution or contamination was caused by an “Occurrence”; and,

- (b) the "Occurrence" first commenced on an identified specific date during the period set out in Item 5 of the Declarations; and,
- (c) the "Occurrence" was first discovered by the "Insured" within fourteen (14) days of such first commencement; and,
- (d) written notification of the "Occurrence" was first received from the "Insured" by Underwriters within ninety (90) days of the "Insured's" first discovery of the "Occurrence" ; and,
- (e) the "Occurrence" did not result from the "Insured's" intentional violation of any statute, rule, ordinance or regulation.

Even if the above conditions (a) to (e) are satisfied, this Policy does not apply to any actual or alleged liability:

- (i) to evaluate, monitor, control, remove, nullify and/or clean-up seeping, polluting or contaminating substances to the extent such liability arises solely from any obligations imposed by or on behalf of a governmental authority;
 - (ii) to abate or investigate any threat of seepage onto or pollution or contamination of the property of a "Third Party";
 - (iii) for seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any "Insured", or which is or was, at any time, in the care, custody or control of any "Insured" (including the soil, minerals water or any other substance on, in or under such owned, leased, rented, occupied or controlled property or property in such care, custody or control);
 - (iv) in respect of any seepage, pollution or contamination which is directly caused by or arises out of the drilling of, production from, servicing of, operation of or participation in wells or holes;
16. arising out of the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances, or arising out of such waste materials or substances during transportation;
17. arising directly or indirectly out of any one or more of the following:
- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, revolution, rebellion, military or usurped power, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power;
 - (b) confiscation or expropriation or nationalisation or requisition or deliberate destruction of, or deliberate damage to property;
 - (c) capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat;
 - (d) any act of terrorism or of any person(s) acting maliciously or from a political motive;
18. arising out of any obligation of the "Insured" under a no-fault, uninsured motorist or underinsured motorist law;
19. (a) arising out of an "Insured's" capacity, duty or responsibility as an officer, director or trustee of a corporation by reason of any breach of fiduciary duty or improper conduct or conflict of interest in the performance of an "Insured's" duties, responsibilities or accountability as an officer, director or trustee, including, without limitation, any actual or alleged misstatement, misleading statement, gain of personal profit or advantage to which the "Insured" was or is not entitled legally, any dishonest act, or bad faith conduct, in the "Insured's" capacity as officer, director or trustee, or with respect to the capital, assets or securities of the corporation, or any action taken beyond the scope of the "Insured's" authority as an officer, director or trustee;
- (b) arising out of any violation of any national, federal, state or local law regulating, controlling and governing stock, bonds or securities of any type or nature, including, without limitation, liability under The Securities Act of 1933, The Securities Exchange Act of 1934, The Trust Indenture Act of 1939, The Public Utility Holding Company Act of 1935, The Investment Company Act 1940, The Investment Advisers Act of 1940, and the so called "Blue Sky" Laws of the various states or other jurisdiction;
 - (c) of any officer, director or trustee arising out of a shareholder's derivative action;
 - (d) which would be payable under the terms of a directors and officers liability insurance policy or a directors and company reimbursement indemnity policy of the type issued by insurance companies of the United States of America, as if any "Insured" had obtained such coverage in an amount sufficient to pay the full amount being claimed against any "Insured" and any defence thereof, whether or not any "Insured" has obtained such coverage;
20. (a) arising out of any violation of any national, federal, state or local law regulating, controlling or governing antitrust or the prohibition of monopolies, activities in restraint of trade, unfair methods of competition or deceptive acts and practices or conspiracies in trade and commerce including, without limitation, the Sherman Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act, and the Hart-Scott-Rodino Antitrust Improvements Act and the Racketeer Influenced And Corrupt Organizations Act;
- (b) for any "Claims" for damages made by or on behalf of the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the Resolution Trust Company, and other depository insurance corporation, the Comptroller of the Currency, the Federal Home Loan Bank board or any other national, federal, state or local bank regulatory agency, in its capacity as regulator, receiver, conservator, liquidator shareholder, successor in interest or assignee of the "Insured", whether such liability for damages is brought in the name of such agency or by or on behalf of such agency in the name of any other person;
 - (c) arising out of or contributed to by the dishonesty, infidelity or fraud of any "Insured."
21. for any "Claim" not covered by the policies listed in Item 2 of the Declarations. This exclusion will not apply to the extent that such "Claim" would have been covered except for the reduction or exhaustion of an aggregate limit shown in Item 2 of the Declarations by payment of "Claim(s)" for "Occurrence(s)" which are also covered by this Policy.

Nothing contained in the above Exclusions shall extend this Policy to cover any liability which would not have been covered had these Exclusions not been incorporated herein.

IV. DEFINITIONS

1. ADVERTISING INJURY

The words "Advertising Injury", wherever used in this Policy, shall mean injury to a "Third Party" arising out of the "Insured's" advertising activities, but only if such injury arises out of:

- (a) oral or written publication of material that slanders or libels a person or organisation or disparages a person's or organisation's goods, products or services;

- (b) oral or written publication of material that violates a person's right to privacy;
- (c) misappropriation of advertising ideas or style of doing business; or,
- (d) infringement of copyright, title or slogan.

2. AIRCRAFT LIABILITY

The words "Aircraft Liability", wherever used in this Policy, shall mean liability arising out of the maintenance, operation or use of an aircraft, aeroplane or helicopter which is designed to fly in the air or atmosphere.

3. AUTOMOBILE

The words "Automobile," wherever used in this Policy, shall mean a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment, but the word "Automobile" shall not include the contents of such vehicle, trailer or semi-trailer.

4. AUTOMOBILE LIABILITY

The words "Automobile Liability," wherever used in this Policy, shall mean liability arising out of the maintenance, operation or use of any "Automobile".

5. AVIATION PRODUCTS

The words "Aviation Products", wherever used in this Policy, shall mean any of the "Insured's Products" consisting of or being part of an aircraft, aeroplane, helicopter, rocket, missile, satellite or other craft designed to fly in the air, atmosphere or space.

6. BODILY INJURY

The words "Bodily Injury", wherever used in this Policy, shall mean bodily injury, sickness, disability, or disease. "Bodily Injury" shall also mean mental injury, mental anguish, humiliation, shock or death if directly resulting from bodily injury, sickness, disability or disease.

7. CLAIM

The word "Claim", wherever used in this Policy, shall mean that part of each written demand received by the "Insured" for damages, including the service of suit or institution of arbitration proceedings.

8. COMPLETED OPERATIONS LIABILITY

The words "Completed Operations Liability", wherever used in this Policy, shall mean liability for "Bodily Injury" and/or "Property Damage" arising out of the "Insured's" operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the "Bodily Injury" and/or "Property Damage" happens after such Operations have been completed or abandoned and happens away from the premises owned, rented, leased, or occupied by the "Insured".

Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the "Insured" under the contract have been completed; or,
- (b) when all operations to be performed by or on behalf of the "Insured" at the site of the operations have been completed; or,
- (c) when that portion of the work out of which the "Bodily Injury" and/or "Property Damage" arises has been put to its intended use by any person or entity other than another contractor or sub-contractor engaged in performing operations for a principal as part of the same project.

Operations which may need service, maintenance, correction, repair or replacement, but which are otherwise complete, shall be deemed as completed.

"Completed Operations Liability" does not include liability for "Bodily Injury" and/or "Property Damage" arising out of:

- (a) operations in connection with the transportation of property, unless the "Bodily Injury" and/or "Property Damage" arises out of a condition in or on an "Automobile" created by the loading or unloading thereof, or,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

9. DEFENCE EXPENSES

The words "Defence Expenses", wherever used in this Policy, shall mean investigation, adjustment, appraisal, defence and appeal costs and expenses and pre and post judgement interest, paid or incurred by or on behalf of the "Insured".

The salaries, expenses or administrative costs of the "Insured" or its employees or any insurer shall not be included within the meaning of "Defence Expenses".

10. DISCRIMINATION

The word "Discrimination", wherever used in this Policy, shall mean termination of the employment relationship, a demotion, a failure or refusal to hire or promote, denial of an employment benefit or the taking of any adverse or differential employment action because of race, colour, religion, age, sex, disability, pregnancy, sexual orientation, national origin, or any other basis prohibited by any national, federal, state or local law.

11. EMPLOYERS' LIABILITY

The words "Employer's Liability", wherever used in this Policy, shall mean any liability of an "Insured" to its employee arising out of the employment of that employee.

12. INAPPROPRIATE EMPLOYMENT CONDUCT

The words, "Inappropriate Employment Conduct", wherever used in this Policy, shall mean:

- (a) actual or constructive termination of an employment relationship in a manner which is alleged to have been against the law or wrongful or in breach of an implied employment contract or breach of the covenant of good faith or fair dealing in the employment contract;
- (b) allegations of wrongful demotion, or wrongful discipline;
- (c) allegations of misrepresentation or defamation made by an employee, a former employee or an applicant for employment which arise from an employment decision to hire, fire, promote or demote;
- (d) allegations of infliction of emotional distress, mental injury, mental anguish, shock, sickness, disease or disability made by an employee, a former employee or an applicant for employment which arise from an employment decision to hire, fire, promote or demote;

- (e) allegations of false imprisonment, detention or malicious prosecution made by an employee, a former employee or an applicant for employment which arise from an employment decision to hire, fire, promote or demote;
- (f) allegations of libel, slander, defamation of character or any invasion of right of privacy made by an employee, a former employee or an applicant for employment which arise from an employment decision to hire, fire, promote or demote; or,
- (g) other injury allegations made by an employee, a former employee or an applicant for employment which arise from an employment decision to hire, fire, promote or demote.

“Inappropriate Employment Conduct” does not include damages determined to be owing under a written or express contract of employment or obligation to make payments, including but not limited to severance payments, in the event of the termination of employment.

Inappropriate Employment Conduct shall not include any allegations other than those set forth above.

13. INSURED

The word “Insured”, wherever used in this Policy, shall mean only the following:

- (a) the named “Insured” set out in Item 1 of the Declarations;
- (b) the named “Insured’s” subsidiary, owned or controlled companies which have been declared to and accepted by Underwriters at the inception of this Policy;
- (c) any person or entity to whom the “Insured” is obliged by a written “Insured Contract” entered into before any relevant “Occurrence”, to provide insurance such as is afforded by this Policy but only with respect to:
 - (i) liability arising out of operations conducted by the named “Insured” or on its behalf; or
 - (ii) facilities owned or used by the named “Insured”;
- (d) any person or organisation, other than the named “Insured”, included as an additional insured in the policies listed in Item 2 of the Declarations but not for broader coverage than is available to such person or organisation under such underlying policies;
- (e) any officer, director, stockholder, partner or employee of the “Insured”, but only in respect of an “Occurrence” covered hereunder whilst acting within their duties;
- (f) such additional percentage of any joint venture, operation or partnership where the “Insured” is required by written contract to provide insurance for any other partner in the joint venture and which has been declared to and accepted by Underwriters subscribing to this Policy;
- (g) any person or entity that would otherwise fall into (b), (d) or (f) above but for which the first named “Insured” first seeks coverage after the inception date and during the Policy Period, will automatically be covered hereon provided satisfactory advice and full information is received by Underwriters from the first named “Insured” of such additional person or entity within forty-five (45) days after the date such coverage is required. Underwriters reserve the right to charge additional premium and/or impose specific terms upon any person or entity covered under this paragraph (g).

14. INSURED CONTRACT

The words “Insured Contract”, wherever used in this Policy, shall mean any written contract or agreement entered into by the “Insured” and pertaining to business under which the “Insured” assumes the tort liability of another party to pay for “Bodily Injury”, “Property Damage”, “Personal Injury” or “Advertising Injury” to a “Third Party” or organisation. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

15. INSURED’S PRODUCTS

The words “Insured’s Products”, wherever used in this Policy, shall mean goods or products manufactured, sold, handled or distributed by the “Insured” or by others trading under the name of the “Insured”, including any packaging thereof.

16. LEASED EMPLOYEE

The words “Leased Employee”, wherever used in this Policy, shall mean a person leased to the “Insured” by a leasing firm under a written contract between the “Insured” and the leasing firm to perform duties related to the conduct of the “Insured’s” business.

17. OCCUPATIONAL DISEASE

The words “Occupational Disease”, wherever used in this Policy, shall mean any injury, including death, sickness, disease or disability, defined as occupational disease in any workers compensation or disability benefits laws, statutes or regulations of any jurisdiction in which the “Occurrence” falls or the Occupational Disease arises.

18. OCCURRENCE

The word “Occurrence”, wherever used in this Policy, shall mean an accident, including continuous and repeated exposure to substantially the same general harmful conditions which results in “Bodily Injury”, “Personal Injury”, “Property Damage”, or “Advertising Injury”, none of which was expected nor intended by any “Insured”.

19. PERSONAL INJURY

The words “Personal Injury”, wherever used in this Policy, shall mean injury other than “Bodily Injury” or “Advertising Injury” arising from:

- (a) false arrest, false imprisonment, wrongful eviction, wrongful detention of a “Third Party” human being;
- (b) libel, slander, defamation of character or invasion of right of privacy of such human being, unless arising out of advertising activities;
- (c) mental injury, mental anguish or shock to such human being which results from (a) or (b) above.

20. PRODUCT LIABILITY

The words “Product Liability”, wherever used in this Policy, shall mean liability for “Bodily Injury” and/or “Property Damage” arising out of the “Insured’s Products” or reliance upon a representation or warranty made at any time with respect thereto, but only if the “Bodily Injury” and/or “Property Damage” happens after physical possession of the “Insured’s Products” has been relinquished to others and happens away from premises owned, leased, rented or occupied by the “Insured”.

21. PROFESSIONAL SERVICES

The words “Professional Services” wherever used in this Policy, shall mean the preparation or approval of audits, accounts, maps, plans, opinions, reports, surveys, designs or specifications and supervisory, inspection, engineering or data processing services.

22. PROPERTY DAMAGE

The words “Property Damage”, wherever used in this Policy, shall mean physical loss of, physical damage to or physical destruction of tangible property of a “Third Party”, including loss of use of the tangible property so lost, damaged or destroyed.

23. SEXUAL HARASSMENT

The words “Sexual Harassment”, wherever used in this Policy, shall mean unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature that: (1) explicitly or implicitly are made a condition of employment, (2) are used as basis for employment decisions, or (3) create a work environment that interferes with performance.

24. THIRD PARTY

The words “Third Party”, wherever used in this Policy, shall mean any company, entity, or human being other than an “Insured” or other than a subsidiary, owned or controlled company or entity of an “Insured”. Notwithstanding Definition 13(e) of this Policy, an employee of an “Insured” shall be treated as a “Third Party”.

25. ULTIMATE NET LOSS

The words “Ultimate Net Loss”, wherever used in this Policy, shall mean the amount the “Insured” is obligated to pay, by judgement or settlement, as damages resulting from an “Occurrence” covered by this Policy, including the service of suit, institution of arbitration proceedings and all “Defence Expenses” in respect of such “Occurrence”.

26. WATERCRAFT LIABILITY

The words “Watercraft Liability”, wherever used in this Policy, shall mean liability arising out of the maintenance, operation or use of any craft designed to float or travel on, in or under the water, including hovercraft.

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