

"These clauses are purely illustrative. Different policy conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular:
(a) in relation to any clause which excludes losses from the cover, insurers may agree a separate insurance policy covering such losses or may extend the clause to cover such events;
(b) in relation to clauses making cover of certain risks subject to specific conditions each insurer may alter the said conditions".

07/07/08



UNINTENTIONAL ERROR OR OMISSION IN REPORTING CLAUSE

(Applicable to Section(s) only)

1. Neither this section(s), nor any claims made by the Insured under this section(s) shall be prejudiced or invalidated by any Unintentional Error Or Omission In Reporting by the Insured, provided always that the Insured notifies Underwriters of such error or omission as soon as practicable upon its discovery by the employee of the Insured who is responsible for managing the Insured's insurance programme and always subject to the provisions of paragraph 3 below.
2. As used in this clause, the phrase "Unintentional Error Or Omission In Reporting" shall mean:
 - (a) an inadvertent failure to report exposures intended to be covered by this section(s), or
 - (b) an inadvertent failure to report exposures promptly as required by reporting provisions of this section(s) (other than those included within paragraph 3 below), if any,
3. but solely where the failure results directly from information concerning these exposures not being advised to the employee of the Insured who is responsible for compiling and reporting such information to Underwriters under the Insured's insurance programme.
4. For the purposes of this section(s), an "Unintentional Error Or Omission In Reporting" shall in no circumstances include the failure to report any change in existing exposures within sixty (60) days (where the Insured acts as operator) or one hundred and eighty (180) days (where the Insured is a non-operator) following the initial existence of such changes or new exposures, regardless of whether or not any employee of the Insured has been advised of such changes or exposures.
5. Nothing contained in this Clause shall operate to override any specific provisions contained elsewhere in this section(s) or the general provisions of this policy relating to the notification of losses, occurrences, accidents, incidents or claims (including, but not by way of limitation, any time-limitation or discovery, notification or reporting) which shall always be paramount to the provisions of this Clause.
6. Notwithstanding anything to the contrary contained in this Clause, the amount for which Underwriters will be liable in respect of any claim that is payable under this section(s) solely by virtue of the concessions allowed to the Insured under this Clause shall not exceed any one Occurrence and in the aggregate for the period of this section(s).

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