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**COMBINED PRODUCTS AND ERRORS' AND OMISSIONS' LIABILITY INSURANCE  
FOR PHARMACIES IN IRELAND**

This is to certify that, in accordance with the authorisation granted under Contract No. E230010 with Unique Market Reference Number B1795E230010 to the **Coverholder** by the **Underwriters**, and in consideration of the payment of the premium specified herein, the **Underwriters** are hereby bound to indemnify the **Insured** in accordance with the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**.

The **Insured** is requested to read this **Policy** carefully and, if any correction is necessary, to return it immediately to the **Coverholder** for appropriate alteration.

In the event of a **Claim**, or circumstances or **Occurrences** that may give rise to a **Claim**, the **Insured** should notify the **Coverholder** (as agent of the **Underwriters**) in accordance with General Condition (2) (NOTICE OF CLAIM). Any enquiries should also be addressed to the **Coverholder**.

The **Coverholder** acts as agent for the **Underwriters** in performing the **Underwriters'** duties under this **Policy**.

In Witness whereof, this **Policy** has been signed in London and on the date specified below.

Date: 04/09/23

Signed:  
Authorised Signatory



For and on behalf of **JMM Insurance (Ireland) Limited**, as agent of the **Underwriters**,  
**Lloyd's Insurance Company S.A.**

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloydseurope.com/](http://www.lloydseurope.com/)

E-mail: [lloydseurope.info@lloyds.com](mailto:lloydseurope.info@lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

## SCHEDULE

**Delegated Underwriting Authority  
Unique Market Reference:** **B1795E230010**

**Policy No:** **B1795E230303**

**Underwriters:** Lloyd's Insurance Company S.A.

**Policyholder:** Member Pharmacies Registered with the Pharmaceutical Society of Ireland

**Address of Policyholder:** C/O JMM Insurance (Ireland) Ltd  
Harcourt Centre,  
Block 4, Harcourt Road,  
St. Kevin's,  
Dublin 2,  
D02 HW77.

**Insured(s):** Member Pharmacies Registered with the Pharmaceutical Society of Ireland,  
as declared

**Business:** Community pharmacies and pharmacists in Ireland.

**Coverholder:** JMM Insurance (Ireland) Limited (trading as JMM Europe)

**Period of Insurance:** From: 1<sup>st</sup> September 2023 ) both days inclusive, local standard time  
To: 31<sup>st</sup> August 2024 ) at the address of the **Policyholder**

The following Sections are provided if they are described as "Covered":

Section	Limits of Liability	Covered / Not Covered
1. <b>Products' Liability</b>	EUR 6,500,000 any one <b>Claim</b> ; and EUR 6,500,000 in the aggregate ( <b>Legal Costs</b> in addition)	Covered
2. <b>Errors' and Omissions' Liability</b>	EUR 6,500,000 any one <b>Claim</b> ; and EUR 6,500,000 in the aggregate (inclusive of <b>Legal Costs</b> )	Covered
<b>Sections 1 to 2 and all extensions and endorsements combined</b>	EUR 13,000,000 in the aggregate	

Unless stated otherwise, the **Limits of Liability** are inclusive of the **Deductible**, interest and claimants' costs and expenses. The **Limits of Liability** for Section 2 (Errors' and Omissions' Liability) are also inclusive of **Legal Costs**.

### Extensions

The following extensions are provided if they are described as "Covered":

Section 2:	Covered / Not Covered
(1) Breach of Confidentiality Extension	Covered
(2) Dishonesty of Person(s) Employed Extension	Covered
(3) Libel and Slander Extension	Covered
(4) Intellectual Property Rights Extension	Covered
(5) Loss of Documents Extension	Covered
(6) Payment of Withheld Fees Extension	Covered



**Premium:** For Declared Member Pharmacies with a turnover under EUR 2,500,000:  
**EUR 1,400.00**  
All other Members Pharmacies by referral to Underwriters.

**Taxes Payable:** 3% Irish Levy and  
2% Insurance Compensation Fund (ICF) Levy.  
Rate of Stamp Duty is EUR 1.00 per document.  
The stamp duty due on this **Policy** has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

**Deductible:** Not Applicable

**Policy Territory:** Republic of Ireland, United Kingdom, Channel Islands and the Isle of Man

**Governing Law and Jurisdiction of the Policy:** Law of the Republic of Ireland and the Exclusive Jurisdiction of the courts of the Republic of Ireland

**Retroactive Date:**

**Section 2:** The date of each Pharmacy Member's inception under this Policy or as otherwise agreed and noted on the Evidence of Cover

**Proposal Form(s) Dated:** Renewal Presentation to Underwriters of 25/07/2023

**Additional Information:** Not Applicable

**Conditions Attached:** LMA5239 Master Policy General Terms and Conditions  
LMA5256 Fraudulent Claims Clause  
LMA3100 Sanctions Limitation and Exclusion Clause  
Opioid and Narcotics Exclusion  
LSB0046D Data Protection Notice  
LBS0006A Service of Suit Clause



## GENERAL DEFINITIONS

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

**Asbestos** shall mean that mineral in any form including, but not limited to, fibres or dust.

**Asbestos Hazard** shall mean:

- (a) an actual exposure or threat of exposure to **Asbestos** or the harmful properties of **Asbestos**; or
- (b) the presence of **Asbestos** in any place whether or not within a building or structure.

**Bodily Injury** shall mean physical injury, sickness or disease including any mental injury, mental anguish, shock or death if directly resulting from this physical injury, sickness or disease.

**Business** shall mean the business of the **Policyholder** described in any proposal and referred to in the **Schedule**, and shall include:

- (a) ownership, repair, maintenance and decoration of the **Policyholder's** own property and premises occupied by the **Policyholder**;
- (b) provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **Person Employed** and first aid, fire, security and ambulance services;
- (c) participation by the **Insured** in exhibitions anywhere in the world;
- (d) private work undertaken by any **Person Employed** for any director, business partner or **Employee** of the **Policyholder** with the prior written consent of the **Policyholder**.

**Claim** shall mean a written demand for, or a written assertion of a right to, compensation, money, services, relief or redress in respect of any liability insured by this **Policy** made against and notified to any **Insured**. The date of the first written demand to any **Insured** shall represent the date that the **Claim** is first made against the **Insured**.

**Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by the **Insured** or any other party.

**Coverholder** shall mean JMM Insurance (Ireland) Limited of Harcourt Centre, Block 4, Harcourt Road, St. Kevin's, Dublin 2, D02 HW77, Ireland.

**Cross Liabilities** shall mean any liability of any one or more **Insured** to any other **Insured(s)**.

**Cyber Act** shall mean any:

- (a) unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**; or
- (b) hacking, cyber attack, virus, worm, spyware, trojan horse, phishing, malicious computer programme or malicious code.

**Cyber Incident** shall mean any:

- (a) error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;
- (b) errors in creating, amending, entering, deleting or using **Data**;
- (c) partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**;
- (d) damage to or loss, destruction, erasure, corruption or alteration of **Data** on any **Computer System**;

- (e) inability, delay or failure to receive, send, access, permit access or use **Data**; or
- (f) unauthorised access to or disclosure of any personal or corporate information.

**Data** shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Deductible** shall mean the sum specified as such in the **Schedule** that the **Insured** shall pay before the **Underwriters** shall be liable to make any payment. **Legal Costs** and other costs and expenses shall be subject to the **Deductible**.

**Documents** shall mean deeds, wills, agreements, maps, plans, records, books, letters, policies, forms, computer programmes or information stored, written or punched into card or tape or magnetic discs or taped or any other data media and documents of any nature whatsoever, whether written, printed or reproduced by any other method. **Documents** shall not mean or include money, cheques, travellers' cheques, registered cheques, postal or money orders, bullion, negotiable or non-negotiable instruments, stamps, bonds, stock, shares, coupons, bank notes and currency.

**Employee** shall mean a person under a contract of service or apprenticeship with the **Policyholder**.

**Financial Loss** shall mean a pecuniary loss, cost or expense not occasioned by **Bodily Injury** or **Property Damage** that is sustained by any party other than the **Insured** and which arises directly from the defective or harmful condition of the **Products**.

**Insured** shall mean the **Policyholder** and shall also include:

- (a) any director or business partner of the **Policyholder**, but only whilst acting in their respective capacities for the **Policyholder**;
- (b) any **Person Employed**, including medical doctors, medical nurses and dentists, but only whilst acting within the scope of their duties for the **Policyholder**;
- (c) the **Subsidiary Companies**,

but, in each case, only in respect of legal liability for which the **Policyholder** would have been entitled to indemnity under this **Policy** if the claim for which indemnity is sought had been made against the **Policyholder**. In addition the **Insured** shall also include:

- (d) the officers, committees and members of the **Policyholder's** canteen, social, sports, educational and welfare organisations and first aid, fire, security and ambulance services in their respective capacities as such;
- (e) any director, business partner or **Employee** of the **Policyholder** in respect of private work undertaken by any **Person Employed** for such director, business partner or **Employee** with the prior written consent of the **Policyholder**;
- (f) any member of a Scientific Advisory Board or Medical Advisory Board of the **Policyholder** in such capacity.

Each **Insured** shall, as if he were the **Policyholder**, be subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**.

**Legal Costs** shall mean:

- (a) costs of legal representation at:
  - (i) any coroner's inquest (or, in Scotland, any Fatal Accident Inquiry) in respect of any death;
  - (ii) proceedings in any court arising from any alleged breach of statutory duty resulting in any **Occurrence**;
- (b) all other costs and expenses reasonably and necessarily incurred in the investigation, adjustment, defence, negotiation or appeal of any **Claim** or in relation to any **Occurrence** which may form the subject of a claim for indemnity under this **Policy** (including costs of representing the **Insured** in civil proceedings); and
- (c) legal costs and legal expenses reasonably and necessarily incurred in the defence of a **Claim** which is indemnified under this **Policy**,

provided, in each case, that such costs and expenses are incurred with the prior written consent of the **Underwriters**. **Legal Costs** shall not mean or include any business, internal or overhead expenses of the **Insured**, including any wages, salaries, commission, expenses, benefits, bonuses or other remuneration, or the cost of the **Insured's** time.

**Limit of Liability** shall mean the monetary limit of the **Underwriters'** liability as stated in the **Schedule**, which shall not be increased by any circumstance other than a written endorsement signed by the **Underwriters**.

**Malpractice** shall mean a negligent act, negligent error or negligent omission committed by the **Insured** or by any person or organisation acting on behalf of the **Insured** in the provision of medical services in the conduct of the **Business** to a patient or patients. This definition is extended to include treatment administered at the scene of a medical emergency, accident or disaster by any **Insured** who is present, either by chance or in response to an emergency call following such medical emergency, accident or disaster, commonly known as a "Good Samaritan Act".

**Medical Devices** shall mean health or medical instruments used in the treatment, mitigation, diagnosis or prevention of a disease or an abnormal physical condition.

**Occurrence** shall mean an event (including, but not limited to, continuous or repeated exposures to the same conditions or substance). All such exposure to substantially the same conditions or substance shall be deemed to be one **Occurrence**.

**Other Contingencies** shall mean accidental nuisance, accidental trespass or accidental interference with any easement, right of air, light, water or way.

**Period of Insurance** shall mean the period from the inception to the expiration of this **Policy** as stated in the **Schedule** or its earlier termination date, if any.

**Person Employed** shall mean any:

- (a) **Employee of the Policyholder;**
- (b) labour master or person supplied by a labour master;
- (c) person employed by labour only sub-contractors;
- (d) self-employed person;
- (e) person hired or borrowed by the **Policyholder;**
- (f) person undertaking study or work experience;
- (g) person supplied under any Youth Training or similar government scheme;
- (h) volunteers,

in each case, while such person is working for the **Policyholder** in connection with the **Business**.

**Pharmaceutical** shall mean any placebo, or any substance taken by mouth, injected into a muscle, the skin, a blood vessel or a cavity of the body or applied to the skin to treat or prevent a disease, condition or symptom.

**Policy** shall mean collectively:

- (a) this document, including its terms, conditions, limitations, exclusions and all other provisions;
- (b) the **Schedule;**
- (c) any endorsement(s);
- (d) any proposal form(s); and
- (e) all other information provided by or on behalf of the **Policyholder** in connection with this insurance.

**Policyholder** shall mean the person or entity identified as such in the **Schedule**.

**Policy Territory** shall mean the territory specified as such in the **Schedule**.

**Pollution or Contamination** shall mean:

- (a) any pollution or contamination of buildings or other structures or of water, land or the atmosphere; and / or
- (b) any loss, damage or injury directly or indirectly caused by such pollution or contamination.

**Products** shall mean goods or products, including labelling, instructions, containers and packaging, made, manufactured, sold, supplied, distributed, altered, constructed, erected, repaired, serviced, designed, tested, installed or processed by or

on behalf of the **Insured** in connection with the **Business** after the **Insured** has relinquished possession of such goods or products.

**Property Damage** shall mean accidental physical damage to, loss of or destruction of material property of a third party. It shall not include loss of computer data.

**Retroactive Date** shall mean the date specified as such in the **Schedule**.

**Schedule** shall mean the form, labelled as such and attached to this **Policy**, which forms a part thereof and contains contract details referred to in the wording.

**Specified Territory** shall mean the United States of America or Canada, and any territory within the jurisdiction thereof.

**Subsidiary Company(ies)** shall mean any company in respect of which the **Policyholder** (either directly or indirectly through one or more subsidiary companies) at or before the commencement of the **Period of Insurance** and at the time the act, error, omission, **Malpractice**, circumstance, fact, incident, event or occurrence giving rise to a **Claim** is alleged to have occurred:

- (a) controls the composition of the board of directors;
- (b) holds or controls as a member more than half the voting power; or
- (c) holds or has subscribed to more than half of the issued share capital.

If, during the **Period of Insurance**, the **Policyholder** acquires or creates an entity and:

- (a) the **Policyholder** holds or has subscribed to more than half of the issued share capital of the entity; and
- (b) the entity has total assets of less than twenty five percent (25%) of the total assets of the **Policyholder**, as recorded in the latest annual audited report and accounts; and
- (c) the entity has no securities listed in the United States of America,

this **Policy** shall automatically extend to include such entity as a **Subsidiary Company** without notice to the **Underwriters** or additional premium being payable, but only in respect of acts, errors, omissions, circumstances, facts, incidents, events or occurrences arising after the entity becomes a **Subsidiary Company**.

**Underwriters** shall mean certain underwriters, as stated in the **Schedule**.

Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders.

## SECTION 1 - PRODUCTS' LIABILITY

### (LEGAL COSTS IN ADDITION)

#### "CLAIMS MADE" BASIS

#### COVER

The Cover under this Section 1 is only provided if it is described as "Covered" on the **Schedule**.

The **Underwriters** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

- (1) legal liability for damages in respect of a **Claim** for **Bodily Injury** or **Property Damage** arising from **Products** caused by an **Occurrence** within the **Policy Territory** in connection with the **Business**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

#### LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities insured under this **Policy**; (ii) persons or entities claiming damages for **Bodily Injury** or **Property Damage**; and (iii) **Claims** made on account of **Bodily Injury** or **Property Damage**, the liability of the **Underwriters** shall be limited as follows:

- (a) the limits of the **Underwriters'** total liability to indemnify the **Insured** for damages and claimants' costs and expenses under paragraphs (1) and (2) above shall be:
  - (i) the amount stated in the **Schedule** as "any one **Claim**" for liability arising from any one **Claim**; and
  - (ii) the amount stated in the **Schedule** as "in the aggregate" for liability arising from all **Claims** in the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Underwriters**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

- (b) all **Claims** made during the **Period of Insurance** (and any subsequent period for which the **Insured** shall pay and the **Underwriters** shall agree to accept a renewal premium) resulting from or alleged to have resulted from the same condition or defect in any of the **Products** shall be deemed to be one **Claim** and as having been first made during the period of insurance in which the first **Claim** is made against the **Insured**.

For the purposes of this Section 1, **Legal Costs** are not subject to the **Limits of Liability** and are payable in addition to the **Limits of Liability**.

#### ADDITIONAL EXCLUSIONS TO SECTION 1

The **Underwriters** shall not be liable to indemnify the **Insured** under this Section 1 in respect of any liability, **Claim**, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

- (1) any **Property Damage** to any **Product** or contract work executed by the **Insured** (or any part thereof).
- (2) any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement or amounts claimed for loss of use of or reduction in value of any **Product**, workmanship or contract work executed by the **Insured** (or any part thereof).
- (3) any **Product** which, to the **Insured's** knowledge, is intended for use in or incorporation into any spacecraft, aircraft, aerial device, ship, watercraft, offshore installation or nuclear installation.
- (4) any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.



(5) any advice, design, specification or professional services provided for a fee (or provided in circumstances where a fee would normally be charged) and not in connection with the supply of a **Product**.

(6) any:

- (a) Bisphosphonates;
- (b) Bupropion;
- (c) Contraceptives (including birth control pills), fertility drugs and products specifically designed and/or marketed for use during and in connection with pregnancy;
- (d) Cox-2 inhibitors;
- (e) Di-(2-ethylhexyl) Phthalate (DEHP)
- (f) Diethylstilbestrol or Stilbestrol or DES;
- (g) Docetaxel;
- (h) Ephedra, Ephedrine, Pseudoephedrine or Phenylpropanolamine
- (i) Hormone Replacement Products;
- (j) Isotretinoin, Retinoic Acid or its salts;
- (k) Kava or Kava Kava;
- (x) Kratom
- (l) Mercury-meaning any good or product containing mercury (including organomercury) where such good or product is or is intended to be implanted, ingested, injected, inhaled or absorbed;
- (n) Metoclopramide;
- (x) Proton-Pump Inhibitors (PPIs)
- (o) Selective Serotonin Reuptake Inhibitors (SSRI) or Selective Norepinephrine Reuptake Inhibitors (SNRI)
- (p) Thalidomide;
- (q) Thiazolidinediones, including but not limited to Rosiglitazone;
- (r) Vaccines; or

any other drug which has the same chemical formula, is a derivative of or has a similar chemical formula, structure or function as any of the substances in the above list.

(7) any **Financial Loss** caused by **Products**.

(8) any:

- (a) Nitrosamines (and / or derivatives thereof);
- (b) N,N-Dimethylformamide (and / or derivatives thereof).
- (c) N-Nitrosodimethylamine (NDMA);
- (d) N-Nitrosodiethylamine (NDEA);
- (e) Azido-tetrazole;
- (f) any other by-product of the manufacturing, production or synthesis process alleged to be a carcinogenic agent in the following Angiotensin II Receptor Blockers ("ARBs"): Azilsartan (Edarbi) Candesartan,

(Atacand) Eprosartan, Irbesartan (Avapro), Losartan (Cozaar), Olmesartan (Benicar), Telmisartan (Micardis), Valsartan (Diovan) or any other drug which has the same chemical formula or is a derivative of or has a similar chemical formula structure or function as such.

- (9) any liability more specifically insured under any other Section of this **Policy** or any extension or endorsement.

## SECTION 2 - ERRORS' AND OMISSIONS' LIABILITY

### (INCLUSIVE OF LEGAL COSTS)

#### "CLAIMS MADE" BASIS

#### COVER

The Cover under this Section 2 is only provided if it is described as "Covered" on the **Schedule**.

The **Underwriters** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

- (1) legal liability for damages in respect of a **Claim** for a negligent act, negligent error or negligent omission of the **Insured** happening within the **Policy Territory** and in the course of the **Business**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

#### LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities insured under this **Policy**; (ii) persons or entities claiming damages, the liability of the **Underwriters** shall be limited as follows:

the limits of the **Underwriters'** total liability to indemnify the **Insured** for damages, claimants' costs and expenses and **Legal Costs** under paragraphs (1), (2) and (3) above shall be:

- (a) the amount stated in the **Schedule** as "any one **Claim**" for liability arising from any one **Claim**; and
- (b) the amount stated in the **Schedule** as "in the aggregate" for liability arising from all **Claims** in the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Underwriters**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

For the purposes of this Section 2, **Legal Costs** are included within the **Limits of Liability**.

#### EXTENSIONS TO SECTION 2

The following extensions are only provided if they are described as "Covered" on the **Schedule**.

Unless otherwise stated, the following extensions are subject to the terms, conditions, **Limits of Liability** for this Section 2 and exclusions of this **Policy**.

##### (1) BREACH OF CONFIDENTIALITY EXTENSION

The **Underwriters** shall indemnify the **Insured** against:

- (1) legal liability for damages in respect of a **Claim** for an unintentional breach of confidentiality happening within the **Policy Territory** and in the course of the **Business**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

##### (2) DISHONESTY OF PERSON(S) EMPLOYED EXTENSION

Notwithstanding General Exclusion (13), the **Underwriters** shall indemnify the **Insured** against:

- (1) legal liability for damages in respect of a **Claim** for a dishonest, fraudulent, criminal or malicious act or omission by any **Person Employed** happening within the **Policy Territory** and in the course of the **Business**;

- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above, provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

For the purposes of this extension to Section 2:

- (a) the definition of "**Person Employed**" shall not mean or include any director of the **Insured**.
- (b) the **Underwriters** will not indemnify any person whose dishonest, fraudulent, criminal or malicious act, error or omission or whose collusion in such act, error or omission was the cause of or contributed to such liability.

(3) **LIBEL AND SLANDER EXTENSION**

Notwithstanding General Exclusion (7), the **Underwriters** shall indemnify the **Insured** against:

- (1) legal liability for damages in respect of a **Claim** for an unintentional libel or unintentional slander by reason of words written or spoken by the **Insured** within the **Policy Territory** and in the course of the **Business**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above, provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

(4) **INTELLECTUAL PROPERTY RIGHTS EXTENSION**

Notwithstanding General Exclusion (8), the **Underwriters** shall indemnify the **Insured** against:

- (1) legal liability for damages in respect of a **Claim** for an unintentional infringement of intellectual property rights by the **Insured** happening within the **Policy Territory** and in the course of the **Business**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above, provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

(5) **LOSS OF DOCUMENTS EXTENSION**

Notwithstanding Additional Exclusion (5) to this Section 2, the **Underwriters** shall indemnify the **Insured** against:

- (1) legal liability for damages in respect of a **Claim** for loss of **Documents** happening within the **Policy Territory** and in the course of the **Business**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the discovery of such loss of **Documents** occurred during the **Period of Insurance** and provided that:

- (a) the **Documents** were in the care, custody or control of the **Insured** or a third party to whom the **Insured** had, in the ordinary course of the **Business**, entrusted, lodged or deposited the **Documents**;
- (b) the **Documents** have been destroyed, damaged, lost or mislaid and, after diligent search, cannot be found; and
- (c) the **Underwriters** shall not be liable to make any payment for loss of **Documents** brought about by wear, tear, vermin, mould, mildew or any other gradually occurring cause.

The **Underwriters'** total aggregate liability under this extension shall not exceed the **Limit of Liability** under this Section 2 in respect of all **Claims** (which, for the purposes of this extension, shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of all **Claims**) made against the **Insured** during the **Period of Insurance**.

(6) **PAYMENT OF WITHHELD FEES EXTENSION**

If the **Insured** attempts to recover any withheld fees and is faced with a counter-claim that would be indemnified by this **Policy** in an amount greater than the fees withheld the **Underwriters** may, in their sole discretion, agree to pay the withheld fees to the **Insured**, provided that the **Insured** obtains a written confirmation from the debtor / counter-claimant that they will not bring a **Claim** against the **Insured** if the **Insured** agrees not to pursue its claim for fees.

**ADDITIONAL EXCLUSIONS TO SECTION 2**

The **Underwriters** shall not be liable to indemnify the **Insured** under this Section 2 in respect of any liability, **Claim**, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

- (1) any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.
- (2) any negligent act, error or omission by the **Insured** to effect or maintain insurance or to provide finance or advice on financial matters.
- (3) any insolvency of the **Insured**.
- (4) any negligent act, error or omission by the **Insured** in the preparation of estimates of cost.
- (5) any costs of replacing and / or restoring documents which have been lost, mislaid, damaged or destroyed.
- (6) any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement or amounts claimed for loss of use of or reduction in value of any **Product, Pharmaceutical, Medical Device**, workmanship or contract work executed by or for the **Insured** or of any property of which such form a part.
- (7) any short delivery, non-delivery or late delivery of **Products** or non-completion of works or operations.
- (8) any **Cross Liabilities**.
- (9) any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**, other than:
  - (a) damage to the property of any directors, business partners, **Employees** and / or visitors of the **Insured**.
  - (b) damage to premises not owned by, leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**.
- (10) any liability more specifically insured under any other Section of this **Policy** or any extension or endorsement.

## GENERAL EXCLUSIONS

The **Underwriters** shall not be liable to indemnify the **Insured** under this **Policy** in respect of any liability, **Claim**, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

- (1) any:
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or civil commotion assuming the proportion of or amounting to an uprising.
  - (b) strike, riot, civil commotion or labour disturbance.
  - (c) **Act of Terrorism.**
  - (d) action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) and / or (c) above.
- (2) any:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (3) any **Bodily Injury** to any **Person Employed**. This General Exclusion applies:
  - (a) whether or not the **Insured** may be liable as an employer or in any other capacity; and
  - (b) to any liability, including any contribution for which the **Insured** may be liable or any obligation to indemnify any other person in respect of such **Bodily Injury**.
- (4) any obligation for which the **Insured** or his insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law (including a subrogated claim by an insurer of any **Person Employed**).
- (5) any **Pollution or Contamination**:
  - (a) other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
  - (b) occurring in the United States of America and / or Canada and / or their dependencies or trust territories.
- (6) any sexual misconduct of any nature, including sexual relations, sexual contact or intimacy, sexual harassment, sexual molestation, sexual exploitation or sexual discrimination.
- (7) any libel, slander or defamation.
- (8) any violation or alleged violation of any competition, price fixing or restraint of trade law, or any passing off, injurious falsehood or infringement or alleged infringement of any patent, copyright, trade mark, service mark, trade name, trade secret, registered design right or other intellectual property rights.
- (9) any:
  - a) Chlorofluorocarbons, Chloro Fluoride Carbons (CFCs) or Chlorinated Hydro-Carbons.
  - b) Chromated Copper Arsenate (CCA).
  - c) electromagnetic fields (EMFs).
  - d) Hepatitis.
  - e) Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it may be named.

- f) latex and / or latex protein and / or latex derivatives and / or latex substances (howsoever these are named, identified, described or classified).
  - g) Lead.
  - h) Methyl Tertiary Butyl Ether (MTBE).
  - i) mould, fungi or bacteria on, within or arising from any building, structure or site.
  - j) Polychlorinated Biphenyls (PCBs), also known as Askarels, including polychlorinated biphenyl generated dibeneofurans and dioxins or any polychlorinated biphenyls-containing product or material or derivative thereof or the presence of or the actual or threatened use, installation, withdrawal or disposal of any such product or material.
  - k) product containing silicon or silicone which is in any form implanted or injected in the body.
  - l) tobacco or any tobacco products (or ingredients thereof).
  - m) Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD).
- (10) (a) any actual or threatened injury or damage of any nature or kind to persons or property which arises out of any **Asbestos Hazard** or would not have occurred but for any **Asbestos Hazard**.
- (b) any liability to make any payment or contribution, or indemnify any person in respect of liability for an occurrence, injury or damage which arises out of any **Asbestos Hazard** or would not have occurred but for any **Asbestos Hazard**.
- (c) any obligation, request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean-up, remove, contain, treat, neutralise, protect against or in any other way respond to the actual, alleged or threatened presence of **Asbestos** or any material or product containing, or alleged to contain, **Asbestos**.
- (11) any use of, reliance upon, sale, lease, license or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and / or any electronic data or related information, provided that this General Exclusion shall not exclude **Claims for Bodily Injury** caused by an accident involving physical contact with computer hardware.
- (12) any **Bodily Injury, Property Damage or Other Contingencies** expected or intended from the standpoint of the **Insured**, except when such **Bodily Injury, Property Damage or Other Contingencies** arise solely from the use of reasonable force for the purpose of protecting persons or property.
- (13) any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission of any **Insured** or collusion in or direction of any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission by any **Insured**.
- (14) any failure by the **Insured** to take all reasonable steps and precautions to prevent any circumstance or event which may give rise to a **Claim**.
- (15) any liability assumed by the **Insured** by agreement (other than liability arising from a condition or warranty of goods implied by law) and which would not have attached in the absence of such agreement unless, prior to the commencement thereof, full details have been notified to the **Underwriters** and the **Underwriters** have agreed in writing to provide an indemnity.
- (16) any **Product, Pharmaceutical or Medical Device** manufactured, handled, sold or distributed in violation of any statutory or regulatory requirement.
- (17) any failure of any **Product** to cure or alleviate any **Bodily Injury**.
- (18) any **Product, Pharmaceutical or Medical Device** that does not have the appropriate regulatory approval, unless such:
- (a) is the subject of a licence under the provisions of legislation and complies with good manufacturing practice and good laboratory practice; and
  - (b) is the subject of approval for marketing by the provisions of legislation; and

- (c) has not been the subject of any adverse decision requiring its withdrawal from the market.
- (19) any dispute concerning employment practices, including disputes concerning wrongful or unfair dismissal, discrimination, harassment or victimisation.
- (20) any actual or alleged breach of any data protection laws or regulations.
- (21) any loss sustained by shareholders or stockholders of the **Insured** in their capacities as such.
- (22) any trading debts of the **Insured**.
- (23) any fines, penalties, punitive damages, aggravated damages, liquidated damages or exemplary damages.
- (24) any act, error, omission, circumstance, fact, incident, event, occurrence, **Claim** or **Malpractice** happening, or alleged to have occurred, prior to the **Retroactive Date**.
- (25) any breach of any human rights.
- (26) any business conducted and / or transacted via the internet, intranet, extranet and / or via the **Insured's** own website, internet site, web address and / or via the transmission of electronic mail or documents by electronic means.

This General Exclusion shall not apply where the liability of the **Insured** would have existed in the absence of the business being conducted and / or transacted via the internet, intranet, extranet and / or via the **Insured's** own website, internet site, web address and / or via the transmission of electronic mail or documents by electronic means. The onus of proof in this regard rests with the **Insured** and not with the **Underwriters**.

- (27) any liability arising in any **Specified Territory**.
- (28) any:
  - (a) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
  - (b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.
- (29) any liability, arising out of or related to, or in any way involving, either directly or indirectly:
  - (a) any coronavirus disease (COVID-19);
  - (b) any severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - (c) any mutant, derivative or variation of COVID-19 or SARS-CoV-2;
  - (d) any fear or threat, whether actual or perceived, of (a), (b) or (c) above;

This General Exclusion shall not apply to the following COVID-19 or SARS-CoV-2 tests supplied by, or testing services provided by, the **Insured** or any **Person Employed** during the **Period of Insurance** and in connection with the **Business**:

- (i) Real-Time Reverse Transcription Polymerase Chain Reaction (RT-PCR) Antigen Testing, but not when in connection with or in any way involving "Fit to Fly" or any other COVID-19 Travel Clearance Certification.

Additionally, this General Exclusion shall not apply to Bodily Injury arising directly from the administration of any European Medicines Agency approved COVID-19 or SARS-CoV-2 vaccine during the **Period of Insurance** and in connection with the **Business**, when such vaccines are administered:

- (i) as part of the HSE Ireland COVID-19 vaccine program; and
- (ii) by an **Employed Person** that has completed the appropriate Pharmaceutical Society of Ireland training for the supply and administration of COVID-19 vaccinations;

unless otherwise agreed by the **Underwriters** and endorsed to this **Policy** prior to being supplied, prescribed or administered.



- (30) any liability described as “Not Covered” on the **Schedule**.
- (31) any:
- a) tetrahydrocannabinol (T.H.C.) or any derivatives or variations of T.H.C.;
  - b) acetaldehyde or any derivatives or variations of acetaldehyde including, but not limited to, acetic aldehyde and ethyl aldehyde;
  - c) acrolein or any derivatives or variations of acrolein including, but not limited to, acraldehyde, acrylic aldehyde, allyl aldehyde, ethylene aldehyde and acrolein;
  - d) diacetyl or any derivatives or variations of diacetyl including, but not limited to, butanedione and butane-2,3-dione;
  - e) formaldehyde or any derivatives or variations of formaldehyde including, but not limited to, paraformaldehyde, methyl aldehyde, methylene glycol, methylene oxide, formalin and formol;
  - f) nitrosamine or any derivatives or variations of nitrosamine including, but not limited to, n-nitrosanornicotine, 4-(methylnitrosamino)-1-(3-pyridyl)-1-butanone, n-nitrosodimethylamine, n-nitrosodiethylamine, 4-(methylnitrosamino)-1-(3-pyridyl)-1-butanol, n-nitrosoanabasine and n-nitrosoanatabine;
  - g) tocopherol or any derivatives or variations of tocopherol including, but not limited to, tocopherol acetate, in connection with or in any way involving e-cigarettes or similar.
  - h) Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD).
- (32) any liability in respect of any wrongful act of directors or officers of the **Insured** in the discharge or performance of their duties as such other than claims for damages or compensation and claimants' costs and expenses consequent upon **Bodily Injury** or **Property Damage** or **Other Contingencies**.
- For the purpose of this General Exclusion, 'wrongful act' shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties individually or collectively or any matter claimed against them solely by reason of their being directors or officers of the **Insured**.
- (33) any Product manufactured, handled, sold or distributed in violation of any law, statute, ordinance or regulation of Federal State, Provincial, Municipal or Government..
- (34) any:
- (a) physical, psychological or chemical dependency; or
  - (b) misuse, abuse, inappropriate use, diversion, illicit use, addiction, overdose or improper use; or
  - (c) violation of any act, statute, regulation, ordinance, requirement or law,
- in any way involving or in any way associated with any of the **Products**.
- (35) any:
- (a) cancer, carcinoma, cancerous or pre-cancerous condition; or
  - (b) heart disease, arteriosclerosis, emphysema, Lipoid pneumonia, pneumonia or hypertension; or
  - (c) birth defects or pre-natal injury; or
  - (d) dementia.
- (36) any **Product** that does not have the appropriate regulatory approval, unless such:
- (a) is the subject of a License under the provisions of legislation and complies with good manufacturing practice and good labouring practice; and
  - (b) is the subject of approval for marketing by the provisions of legislation; and

(c) has not been the subject of any adverse decision requiring its withdrawal from the market.

(37) any:

- (a) advertising by any medium of any kind of any **Product** comprising or containing tobacco or nicotine or any derivatives or variations of tobacco or nicotine;
- (b) promotion including sponsorship of any kind of any **Product** comprising or containing tobacco or nicotine or any derivatives or variations of tobacco or nicotine;
- (c) consumption in any form of any **Product** containing tobacco or nicotine or any derivatives or variations of tobacco or nicotine.

This General Exclusion shall not apply in respect of any liability for **Bodily Injury** which arises directly from any **Product** containing tobacco or nicotine or any derivatives or variations of tobacco or nicotine:

- (i) which is defective solely due to an error in design manufacture or distribution.
- (ii) where such liability arises out of a defect in any substance or material other than tobacco or nicotine or any derivatives or variations of tobacco or nicotine used in the production of any **Product** containing tobacco or nicotine,

but does not arise from the tobacco or nicotine or derivatives or variations of tobacco or nicotine in such **Product**.

Solely for the purposes of this General Exclusion the term "**Bodily Injury**" is deemed to include, but is not limited to, death, addiction or the contraction, aggravation or exacerbation of any disease, sickness, injury or disorder of the body or mind caused, or alleged to have been caused, by tobacco or nicotine or any derivatives or variations of tobacco or nicotine.

(38) any claim, judgment, award or settlement made within any country or territory which operates under the laws of the United States of America and any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.

(39) any:

- (a) perfluorinated compounds (PFCs) including, but not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluoroether carboxylic and sulfonic acids (PFECAs and PFESAs, respectively), and any related products and chemicals, including any constituents of, additives to, derivative of or degradation by products thereof;
- (b) hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, *Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012* (Canada), European Chemical Agency (ECHA), or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law, (including additions and amendments thereto).

(40) Any:

- (a) Inferior Vena Cava Filters
- (b) Synthetic or Biologic mesh that is temporarily or permanently implanted into a human body
- (c) Metal-on-metal implant meaning any knee, hip or other joint implant, replacement or resurfacing system and the component parts of any metal implant
- (d) Infusion Pump Machines

The **Underwriters** shall not be liable to indemnify the **Insured** against any **Claim** or provide any cover or benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Underwriters** 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.

## GENERAL CONDITIONS

### (1) THE CONTRACT

This **Policy** and the **Schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear.

### (2) NOTICE OF CLAIM

The **Insured** shall as soon as possible:

- (a) give notice in writing to the **Coverholder** (as agent of the **Underwriters**) of any circumstances or **Occurrences** which may give rise to a **Claim** and provide all information and documents available to the **Insured**; and
- (b) on receipt by it or its servants or agents forward to the **Coverholder** (as agent of the **Underwriters**) any **Claim** or notice of proceedings in respect of which the **Underwriters** may be required to indemnify the **Insured**.

### (3) EXTENSION BY NOTICE (APPLICABLE TO SECTIONS HEADED "CLAIMS MADE" BASIS)

This condition shall only apply to those sections of the **Policy** headed "Claims Made" Basis".

If, during the **Period of Insurance**, the **Insured** shall give written notice to the **Coverholder** (as agent of the **Underwriters**), duly in accordance with General Condition (2) (a) above, of any circumstances or **Occurrences** which the **Underwriters** accept may give rise to a **Claim**, any **Claim** subsequently made against the **Insured** arising out of that circumstance or **Occurrence** shall be deemed to have been first made against the **Insured** during the **Period of Insurance**, regardless of when such **Claim** is actually made.

### (4) CLAIMS CO-OPERATION AND CONDUCT OF PROCEEDINGS

The **Insured** shall, at its own expense, co-operate fully with the **Coverholder** and the **Underwriters** and provide such assistance, information, documents and access to premises as the **Coverholder** or the **Underwriters** shall request. The **Insured** shall give all such assistance to deal with **Claims** and the conduct of legal proceedings as the **Coverholder** or the **Underwriters** and / or their legal advisers and consultants may require. The **Insured** shall immediately on receipt by it or its servants or agents forward to the **Coverholder** any correspondence or information regarding any **Claim** or proceedings in respect of which the **Underwriters** may be required to indemnify the **Insured**. The **Insured** agrees to waive any claim to legal professional privilege to the extent that the privilege would otherwise prevent any legal adviser or consultant of the **Insured** from disclosing information to the **Coverholder** or the **Underwriters**.

### (5) ASSUMPTION OF LIABILITY

No admission, offer, promise, arrangement, payment or indemnity shall be made or given by or on behalf of the **Insured** without the prior written consent of the **Underwriters**. The **Underwriters** shall not be liable for any settlement, **Legal Costs**, admission, offer, promise, arrangement, payment or indemnity to which it has not consented.

### (6) ACTION AGAINST UNDERWRITERS

No action shall lie against the **Underwriters** unless and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after trial or by written agreement of the **Insured**, the claimant and the **Underwriters**. Nothing contained in this **Policy** shall give any person or entity any right to join the **Underwriters** as a co-defendant in any action against the **Insured** to determine the **Insured's** liability.

### (7) INSPECTION

The **Underwriters** shall be permitted to inspect the **Insured's** premises, records and operations and the **Insured** shall provide any relevant information and documentation as may be requested by the **Underwriters** at any time. The **Underwriters** waive no right and undertake no responsibility by reason of such inspection or the omission thereof.

(8) **OTHER INSURANCE**

If the **Insured** has other insurance that is applicable to the **Occurrence, Claim**, loss, liability, costs or expenses (or which would be applicable if this **Policy** did not exist), such other insurance shall be primary to the cover afforded by this **Policy** and the **Underwriters** shall not be liable to indemnify the **Insured** until such other insurance is exhausted. If such other insurance were exhausted, the **Limit of Liability** (or, if applicable, the sub-limit of liability) would apply in excess of the limit of indemnity applying under the other insurance.

(9) **SUBROGATION**

- (a) In the event of any payment or indemnity being made or provided under this **Policy**, the **Underwriters** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, indemnity or contribution against any third party.
- (b) The **Insured** shall not surrender any right or settle any claim arising from any such right of recovery, indemnity or contribution and shall execute all papers required and do everything necessary within its power to secure such rights. The **Insured** shall do nothing to prejudice such rights.
- (c) The **Insured** shall, at its own expense, co-operate fully with the **Underwriters** in the pursuit of any subrogated claim and shall provide such assistance, documents and access to premises as the **Underwriters** shall request.
- (d) If the **Underwriters** make a recovery in the exercise of rights of subrogation, any sums recovered shall be applied in the following order of priority:
  - (i) firstly, to reimbursement of any outlay or anticipated outlay of the **Underwriters** (including payments made to indemnify the **Insured**, costs and disbursements);
  - (ii) secondly, to reimbursement of uninsured losses of the **Insured**; and
  - (iii) thirdly, to reimbursement of the liability of the **Insured** in respect of the **Deductible**.
- (e) The **Underwriters** shall not exercise any right of subrogation that may exist against any **Employee** or former **Employee** of the **Insured** unless the **Underwriters** shall have made a payment brought about or contributed to by the act, error or omission of the **Employee** or former employee which was dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious.

(10) **CANCELLATION**

- (a) This **Policy** may be cancelled at any time at the written request of the **Policyholder** by giving notice to the **Coverholder** (as agent of the **Underwriters**). The **Underwriters** shall, upon surrender of the **Policy**, provide a premium refund to the **Policyholder** to reflect the premium payable as calculated in accordance with the short rate calculation table attached to this **Policy**, save that no refund of premium shall be payable if, prior to or at the same time as any such cancellation, the **Insured** has notified the **Coverholder** (as agent of the **Underwriters**) of a **Claim** or of any conduct, circumstance(s) or **Occurrence(s)** which may give rise to a **Claim**.
- (b) The **Underwriters** shall, except in the case of non-payment of premium, give the Corporate Risk Department (or its equivalent) of the **Policyholder** thirty (30) days written registered mail notice of cancellation and, in the case of non-payment of premium, the **Underwriters** shall give fifteen (15) days' notice of cancellation.
- (c) If the premium for the whole or part of this **Policy** is demanded and / or paid on an estimated basis, premium adjustment may be made by the time cancellation is effected or, if not then made, shall be made as soon as practicable after cancellation becomes effective.
- (d) In this condition the expression "paid premium" means premium actually paid by the **Policyholder** to the **Underwriters** or their authorised agent and does not include any premium or part thereof paid to the **Underwriters** by an agent, unless actually paid to the agent by the **Policyholder**.

Upon cancellation of this **Policy**, any certificate(s) of insurance shall be cancelled, and shall be returned by the **Policyholder** to the **Coverholder** (as agent of the **Underwriters**) immediately.

(11) **WAIVER, VARIATION AND ASSIGNMENT**

- (a) No provision of this **Policy** may be waived or varied, except by an endorsement issued and signed by the **Underwriters**. Notice given to any agent of the **Insured** or of the **Underwriters** or knowledge possessed

by any such agent or any other person, shall not be held to effect a waiver or change in any part of this **Policy**.

- (b) No change, modification or assignment of any interest under this **Policy** shall be effective without the prior written approval of the **Underwriters**.

(12) **CROSS LIABILITY**

The insurance afforded by Sections 1 to 2 (inclusive) of this **Policy** shall apply in respect of any **Claim** brought against any one **Insured** by any other **Insured**. The coverage shall apply in the same manner and to the same extent as if a separate policy had been issued to each **Insured**. Any breach of a term or condition of this **Policy** by any **Insured** shall not affect the protection given by this **Policy** to any other **Insured**. Nothing in this condition shall operate to increase the **Limits of Liability** under this **Policy**.

(13) **GOVERNING LAW AND JURISDICTION**

Unless otherwise stated on the **Schedule**, this **Policy** shall be governed by and construed in accordance with the law of the Republic of Ireland and any disputes arising out of or concerning this **Policy** shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

(14) **BASIS OF PREMIUM**

If any part of the premium is based on estimates furnished by the **Insured**, the **Insured** shall keep an accurate record containing all relevant particulars and shall allow the **Underwriters** to inspect such record. Within one month of the expiry of the **Period of Insurance**, the **Insured** shall furnish such information as the **Underwriters** may require. The deposit premium shall thereupon be adjusted and the difference paid by or allowed to the **Insured**, subject to the retention by the **Underwriters** of any minimum premium.

(15) **ADMINISTRATION AND THE POLICYHOLDER**

It is agreed that the **Policyholder** has acted and shall continue to act as agent of each and every **Insured** with irrevocable authority with respect to all aspects of this **Policy** including, but not limited to, the following: contract negotiations; renewals and decisions not to renew; amendments and endorsements to cover; premium payment; premium adjustments; receipt of notices regarding this **Policy**; dispute resolution matters; claims management; consent to defence and settlement; **Claim** payments and exercising rights of the **Insured**; allocation; and cancellation.

(16) **EROSION OF DEDUCTIBLE BY LEGAL COSTS**

The **Deductible** shall be eroded by any payment of **Legal Costs** by the **Insured**.

(17) **DISCHARGE BY PAYMENT**

In connection with any **Claim** against the **Insured**, the **Underwriters** may, at any time, pay to the **Insured** a sum equal to the **Limit of Liability** applying to the relevant section of this **Policy**, or any lesser amount for which, in the reasonable opinion of the **Underwriters**, such **Claim** can be settled. Upon payment of such sums, the **Underwriters** shall be entitled to relinquish the control of such **Claim** and be under no further liability in connection therewith, save for such **Legal Costs** as the **Underwriters** have already agreed in writing to pay in respect of matters prior to the date of such payment.

(18) **REASONABLE STEPS AND PRECAUTIONS**

- (a) The **Insured** shall, at its own expense, take all reasonable steps and precautions to prevent any event, circumstance or occurrence which may give rise to liability indemnified under this **Policy** and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. As soon as possible after discovery, the **Insured** shall cause any defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require.
- (b) If any **Insured** becomes aware of any event, circumstance or occurrence which may give rise to a **Claim** or liability against any **Insured** it shall, at its own expense, take all reasonable steps and precautions to avoid or minimise any **Claim** or liability arising from that event, circumstance or occurrence.

(19) **CURRENCY**

All amounts shown in this **Policy** are deemed to be expressed in euro unless clearly stated to the contrary.

(20) **INTERLOCKING CLAUSE**

In the event of any acts, errors, omissions, events, circumstances, **Claims**, occurrences or **Malpractice** or in respect of which the **Insured** is entitled to indemnity under more than one section, extension or endorsement of this **Policy**, each section, extension or endorsement shall be subject to its applicable **Limit of Liability**, provided that the total amount of the **Underwriters'** liability shall not exceed the lesser of: (a) the greatest **Limit of Liability** available under one of the sections, extensions or endorsements providing indemnity; and (b) the aggregate **Limit of Liability** for Sections 1 to 2 and all extensions and endorsements combined, as specified in the **Schedule**.

(21) **CHANGE OF INTEREST / ALTERATION OF RISK**

This **Policy** shall automatically terminate if:

- (a) the interest of the **Insured** ceases other than as a result of death; or
- (b) the **Business** is wound up, carried on by a liquidator or an administrator or permanently discontinued, save where, within 14 days, the **Underwriters** sign a memorandum stating that the **Policy** continues.

If any material change is made to the **Business**, or if any material change of any kind shall occur which affects to any extent the risks insured under this **Policy**, the **Underwriters** shall not be liable in respect of any liability, **Claim**, loss, costs or expenses arising out of such material change, unless the **Coverholder** (as agent of the **Underwriters**) has previously been notified of such material change and have agreed to it in writing.

(22) **FRAUDULENT CLAIMS**

If any **Claim** under this **Policy** shall be in any respect fraudulent or dishonest, or if any fraudulent means or devices are used in the making of such a **Claim**, all benefit under this **Policy** shall be forfeited and the **Underwriters** shall be entitled to refuse to indemnify any **Insured** in respect of any **Claim** and shall be under no further liability under this **Policy**.

(23) **UNENFORCEABLE / VOID PROVISIONS**

If any clause of this **Policy** shall be struck down in whole or in part, the remainder of the **Policy** shall continue in full force and effect.

(24) **DEDUCTIBLE**

The **Underwriters** may, at their sole discretion, pay any part or all of the **Deductible** to effect settlement of any **Claim** and, upon notification of the action taken, the **Policyholder** shall promptly reimburse the **Underwriters** for such **Deductible** (or portion thereof) as the **Underwriters** have paid.

(25) **CONTRACTS**

Any person or company who is not a party to this **Policy** has no right to enforce any term of this **Policy**. This **Policy** does not confer any benefit (enforceable or otherwise) on any non-party.

(26) **ALLOCATION**

In the event that the **Insured** is the subject of, or party to, a **Claim** or proceedings which are covered only in part by this **Policy**, the **Policyholder** and the **Underwriters** shall use their best efforts to agree upon a fair and proper allocation of liability, loss, costs or expenses or **Legal Costs** and any other sums insured under this **Policy**, taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy**.

(27) **SERVICE OF SUIT**

The **Underwriters** hereby agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this **Policy** shall be properly served if addressed to them and delivered to them care of:

General Representative and Country Manager for Ireland (on behalf of Lloyd's Insurance Company S.A.)  
7/8 Wilton Terrace Dublin 2  
D02 KC57  
Ireland

Tel: + 353 (0) 1644 1000  
Email: [eamonn.egan@lloyds.com](mailto:eamonn.egan@lloyds.com)  
Email: [lloydsireland@lloyds.com](mailto:lloydsireland@lloyds.com)

who, in this instance, has authority to accept service on their behalf.

By giving the above authority, the **Underwriters** do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in Belgium.

(28) **NOTICES**

Unless stated otherwise, all notices and other correspondence required by this **Policy** to be sent to the **Underwriters** should be sent to the **Coverholder**, JMM Insurance (Ireland) Limited (as agent of the **Underwriters**), at the following address:

JMM Insurance (Ireland) Limited  
Harcourt Centre,  
Block 4, Harcourt Road,  
St. Kevin's,  
Dublin 2,  
D02 HW77  
Ireland

Tel: +353 (0) 1 477 3201  
E-mail: [admin@jmmltd.com](mailto:admin@jmmltd.com)

## COMPLAINTS NOTICE - IRELAND

Any complaint should be addressed to:

JMM Insurance (Ireland) Limited (trading as JMM Europe)  
Harcourt Centre,  
Block 4, Harcourt Road,  
St. Kevin's,  
Dublin 2,  
D02 HW77.  
Ireland

Tel: +353 (0) 1 477 3201

E-mail: [complaints@jmmltd.eu](mailto:complaints@jmmltd.eu)

Your complaint will be acknowledged in writing within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint in writing within 20 (twenty) business days of the complaint being made.

A decision on your complaint will be provided to you in writing within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 6 567 7000

E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)

Website: [www.fspoi.ie](http://www.fspoi.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



## DATA PROTECTION NOTICE

### ***Who we are***

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe")

an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

### ***What personal information we process about you***

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

### ***Why we collect your personal information and the lawful basis for processing***

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

### ***Who we are sharing your personal data with***

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

### ***How long we keep your data***

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

### ***Other people's details you provide to us***

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

### ***Complaints, contacting us and the regulator, and your rights***

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need contact the insurance agent or insurance broker that arranged your insurance at:

JMM Insurance (Ireland) Limited  
Harcourt Centre, Block 4 Harcourt Rd,  
Saint Kevin's, Dublin 2,  
D02 HW77  
Ireland

Tel: +353 (0) 1 477 3201  
E-mail: [jmmltd.admin@jmmltd.eu](mailto:jmmltd.admin@jmmltd.eu)

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

### ***Consent***

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

### ***Contact details of the Data Protection Officer***

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer  
Lloyds Insurance Company S.A.  
Bastion Tower  
Place du Champ de Mars 5  
1050 Bruxelles  
Belgium

Email: [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com)

LBS0046D  
17/03/2023

**SHORT RATE CALCULATION TABLE**

Days Policy in force			% of premium		Days Policy in force			% of premium
Up to	-	83	33		215	-	218	68
84	-	87	34		219	-	223	69
88	-	91	(3 Months) 35		224	-	228	70
92	-	94	36		229	-	232	71
95	-	98	37		233	-	237	72
99	-	102	38		238	-	241	73
103	-	105	39		242	-	246	(8 Months) 74
106	-	109	40		247	-	250	75
110	-	113	41		251	-	255	76
114	-	116	42		256	-	260	77
117	-	120	43		261	-	264	78
121	-	124	(4 Months) 44		265	-	269	79
125	-	127	45		270	-	273	(9 Months) 80
128	-	131	46		274	-	278	81
132	-	135	47		279	-	282	82
136	-	138	48		283	-	287	83
139	-	142	49		288	-	291	84
143	-	146	50		292	-	396	85
147	-	149	51		297	-	301	86
150	-	153	(5 Months) 52		302	-	305	(10 Months) 87
154	-	156	53		306	-	310	88
157	-	160	54		311	-	314	89
161	-	164	55		315	-	319	90
165	-	167	56		320	-	323	91
168	-	171	57		324	-	328	92
172	-	175	58		329	-	332	93
176	-	178	59		333	-	337	(11 Months) 94
179	-	182	(6 Months) 60		338	-	342	95
183	-	187	61		343	-	346	96
188	-	191	62		347	-	351	97
192	-	196	63		352	-	355	98
197	-	200	64		356	-	360	99
201	-	205	65		361	-	366	(12 Months) 100
206	-	209	66					
210	-	214	(7 Months) 67					

## MASTER/GROUP POLICY GENERAL TERMS AND CONDITIONS

The Master/Group Policyholder ("Master Policyholder") shall comply with the terms and conditions below.

The Underwriters recognise that the Master Policyholder may appoint an Administrator to administer certain functions of the Master/Group Policy ("Master Policy"). Notwithstanding the above, it remains the Master Policyholder's responsibility to ensure compliance with the terms and conditions set out below.

### RETENTION AND PROVISION OF RECORDS

- 1.1 The Master Policyholder shall establish and maintain complete records relating to all Covered Parties in connection with the Master Policy, including copies of all evidences of insurance, and retain such records, including electronic records, for a minimum period of seven (7) years or for such longer period as may be required by local law and the Master Policyholder shall provide to the Underwriters upon request copies of such records or documentation, or any other information as the Underwriters may reasonably require from time to time, relating to the Covered Parties.

### SECURITY OF DOCUMENTS

- 2.1 All documents evidencing cover and any electronic method of storing and/or producing documentation shall be kept secure at all times. If requested by the Underwriters, the Master Policyholder shall promptly return, delete or destroy all unused documents, including electronic documents, relating to the Master Policy and ensure that any issuance or production of such documents by the Master Policyholder thereafter ceases.

### CLAIMS, COMPLAINTS OR PROCEEDINGS

- 3.1 If the Master Policyholder is made aware by a Covered Party of a **Claim** or complaint that the Covered Party wishes to make under the Master Policy, the Master Policyholder shall promptly inform the Covered Party of the arrangements established by the Underwriters for the making of **Claims** or complaints (as applicable) and shall promptly notify to the Underwriters full details of the **Claim** or complaint (as applicable);
- 3.2 Where the Master Policyholder is aware of any legal or regulatory proceedings or actions commenced against Lloyd's, the Underwriters, the Master Policyholder, arising out of the operation of or in connection with the Master Policy, the Master Policyholder shall promptly provide the Underwriters with full details of the same.

### COMPLIANCE WITH THE LAW AND FINANCIAL CRIME

- 4.1 Without prejudice to any of the rights or obligations otherwise specified in the Master Policy, the Master Policyholder shall comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the Covered Parties, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the Master Policy comply with such laws where applicable;
- 4.2 The Master Policyholder shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

### DATA PROTECTION

- 5.1 The Master Policyholder shall comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" shall include all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;
- 5.2 For the purposes of this Section 5:
  - "data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;
  - "data processor" means the person who processes personal data on behalf of the data controller;
  - "data subject" means the identified or identifiable natural person to whom the personal data relates;
  - "personal data" means any information relating to the data subject;
  - "processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

## COMMUNICATION WITH COVERED PARTIES

- 6.1 The Master Policyholder shall inform the Covered Parties of any changes to the Master Policy, which are relevant to the coverage provided to the Covered Parties, including cancellation or non-renewal of the Master Policy.

## AUTOMATIC OR TACIT RENEWAL OF INSURANCES BOUND

- 7.1 The Master Policyholder must not take any steps which have the effect of committing the Underwriters to automatic or tacit renewal of any benefit provided to Covered Parties under the Master Policy unless otherwise agreed in writing in advance by the Underwriters.

## PROMOTIONAL AND MARKETING MATERIAL

- 8.1 The Master Policyholder must agree with the Underwriters any specific marketing or promotional material to be used in relation to the Master Policy, including on any internet website, portal or similar online system.

## LICENSING

- 9.1 The Master Policyholder shall ensure that it, and the appointed Administrator, maintain all necessary licences, authorisations, registrations and qualifications to perform its duties under the Master Policy.

LMA5239  
19 October 2015

## 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.

LMA3100  
15 September 2010

## Opioid and Narcotics Exclusion

This insurance does not apply to any liability, **Claim**, loss, costs or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

1. any actual or alleged use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any:
  - a) opioid or narcotic drug, opioid or narcotic medication or opioid or narcotic substance of any type, nature or kind including, but not limited to, codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone or naloxone; or
  - b) controlled substance under the Controlled Substance Act or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law;
2. any actual or alleged failure or inadequacy of any control or monitoring required to prevent or report suspicious behaviour relating to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in 1. above including, but not limited to, any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law;

3. any actual or alleged failure to warn or inadequacy of any warnings, labels or instructions related to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any opioid or narcotic drug, opioid or narcotic medication or opioid or narcotic substance referenced in 1. above;
4. any advertisements, warranties, representations, literature, marketing or informational materials related to any opioid or narcotic drug, opioid or narcotic medication or opioid or narcotic substance referenced in 1. above;
5. any actual or alleged failure or inadequacy of any controls, practices or procedures related to the marketing, sale, storage, safeguarding and distribution of any opioid or narcotic drug, opioid or narcotic medication or opioid or narcotic substance referenced in 1. above.

However, this exclusion does not apply to any liability arising out of a **Defect in Manufacturing**.

**Defect in Manufacturing** shall mean a deficiency, inadequacy or dangerous condition in the **Insured's Product(s)** caused by an error in the manufacturing process of the **Product** and/or **Your Product**.

### Enticement Exclusion

The **Underwriters** shall not be liable to make any payment under this **Policy** in respect of any liability, **Claim**, loss, costs or expenses directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following, regardless of any other cause or event contributing concurrently or in any other sequence: any:

- (a) enticement, luring, soliciting, or encouragement to use or purchase any **Product** through advertising, by any medium of any kind, of any **Product** whether or not containing tobacco or nicotine or any derivatives or variations of tobacco or nicotine; and/or
- (b) enticement, luring, soliciting, or encouragement to use or purchase any **Product** through promotion, including sponsorship of any kind, of any **Product** whether or not containing tobacco or nicotine or any derivatives or variations of tobacco or nicotine;

This Exclusion shall not apply in respect of any liability for **Bodily Injury** which arises directly from any **Product** which is defective solely due to an error in design, manufacture, or distribution.

Solely for the purposes of this General Exclusion the term "**Bodily Injury**" is deemed to include, but is not limited to, death, addiction or the contraction, aggravation or exacerbation of any disease, sickness, injury or disorder of the body or mind caused, or alleged to have been caused, by tobacco or nicotine or any derivatives or variations of tobacco or nicotine.

## SERVICE OF SUIT AND JURISDICTION CLAUSE

It is agreed that this Insurance shall be governed exclusively by the law and practice of the Republic of Ireland and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in the Republic of Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of

Lloyd's Ireland Representative Limited  
7/8 Wilton Terrace  
Dublin 2  
D02 KC57

Email: [Eamonn.Egan@loyds.com](mailto:Eamonn.Egan@loyds.com)  
Telephone: (+353) 1 644 1000

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

LBS0006A  
01/12/2019

