

## General Liability Endorsement

Endorsement reference:

This endorsement modifies the **Policy** and shall be read as if incorporated within it.

It is understood and agreed that:

1. The following section is added:

### SECTION GENERAL LIABILITY

This Section of the **Policy** operates on a **Claims** made basis and applies only to **Claims** first made against the **Insured** during the **Period of Insurance** and notified to the **Insurer** in accordance with the **Policy** terms and conditions, unless stated otherwise.

### GUARANTEES OF INSURANCE

The **Insurer** will indemnify the **Insured** up to the limit of indemnity, for the **Insured's** damages, Claimant's legal costs and expenses and **Defence Costs and Expenses** that the **Insured** becomes liable to pay, arising out of an **Accident** in connection with the **Insured's Professional Services**, which causes **Bodily Injury** and **Property Damage** which gives rise to a **Claim** first made against the **Insured** on or after the **Retroactive Date** stated in the **Policy** which is notified to the **Insurer** in accordance with the **Policy** terms and conditions.

#### Limits of Liability

The **Insurer's** liability in respect of **Claims** is subject to the applicable Limits as specified in the **Policy** which is the most the **Insurer** will pay in respect of all **Claims** and loss for the **Period of Insurance**.

The **Insured** must pay the relevant **Excess** shown in the **Policy**. The **Excess** will apply separately to each **Claim**.

Where more than one **Claim** notified under this Coverage arises from or is connected with the same original source, cause or **Accident**, all such **Claims** shall be deemed to be an **Interrelated Claim** under this Coverage and only one Limit of Indemnity and only one **Excess** will be payable for all those **Claims**.

**Defence Costs and Expenses** are payable inclusive of the Limit of Indemnity as specified in the **Policy**. The cover provided this endorsement is subject to the Limit of Indemnity

specified Policy which is part of and not in addition to the overall Policy Aggregate Limit of Indemnity specified in the **Policy**.

2. In addition to the exclusions at **Section IV EXCLUSIONS OF INSURER'S LIABILITY**, the following exclusions apply to the cover provided by this endorsement

The **Insurer** will not be liable under this Section in respect of any **Claim, Circumstance**, loss, damage, liability, **Defence Costs and Expenses**, costs or expense based on, arising out of or in any way connected to:

- A. any actual or alleged breach of the **Insured's** professional duty in the provision of **Professional Services**.
- B. any **Bodily Injury** to an **Employee** of the **Insured**.
- C. the ownership, maintenance, possession, use or operation, loading or unloading, of any aircraft, watercraft or hovercraft.
- D. asbestos, asbestos products or asbestos contained in products.
- E. a **Cyber Act, Cyber Incident** or **Data Breach**, including any action taken in controlling, preventing, suppressing or remediating any **Cyber Act, Cyber Incident** or **Data Breach**.
- F. **Property Damage to Property** owned by, hired to, or in the case custody and control of the **Insured** or any **Employees** belonging to the **Insured** However, this exclusion does not apply to:
  - 1. vehicles or personal belongings of **Employees** and visitors, while they are located in the **Insured's** premises;
  - 2. premises which are not owned or rented by the **Insured**, where the **Insured** is temporarily carrying out **Professional Services**; or
  - 3. premises rented to the **Insured**, for loss or damage not insurable under property insurance policies and for which the **Insured** would not be liable other than by the lease or agreement.
- G. any **Accidents** occurring outside the territories listed under the Territorial Limits.
- H. any **Accident** occurring wholly or in part before the **Retroactive Date**.
- I. any loss of use of tangible property which has not been damaged, lost or destroyed.
- J. use of a motor vehicle owned by or in the physical or legal control of the **Insured** where such motor vehicle is required by law to be registered or in respect of which insurance is required by virtue of any legislation.
- K. any **Bodily Injury** or **Property Damage** occurring in connection with the sale, supply or maintenance of any **Product**.
- L. The failure of any **Product** to perform as intended or expected.

- M. the cost of rectifying defective work or operations carried out by the **Insured**.
  - N. the recalling, removing, repairing, recovering, altering or replacing the **Insured's Products** arising from a defect or erroring in connection with the sale or supply of the **Products** or the guaranteed performance of any **Product**.
  - O. any acts of inflicting or causing physical harm to any person or acts of inflicting or causing mental or emotional harm, any acts of sexual behaviour, any harassment of any kind and any negligent supervision of any employee in regards to any such acts and any failure to report such acts.
  - P. any deliberate act or omission of an **insured** or their **employee** and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.
3. **SECTION IV EXCLUSIONS OF INSURER'S LIABILITY, I) Bodily Injury or Property Damage** is deleted in its entirety and replaced with the following:

**I) Bodily Injury or Property Damage.**

**Any Bodily Injury or Property Damage.**

This exclusion will not apply to **Bodily Injury** and/or **Property Damage** covered under **SECTION IX GENERAL LIABILITY**.

4. For the purposes of this endorsement, the following definitions are added:

**Accident** means an unintended and unexpected event, including, without limitation, continuous or repeated exposure to substantially the same general harmful conditions, and involves one or more persons or entities, and which results in **Bodily Injury** and/or **Property Damage**.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or 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.

**Cyber Act** means any actual or alleged unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any **Computer System** or **Data**.

**Cyber Incident** means:

1. any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any **Computer System**;
2. any 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**; or

3. any actual or alleged violation of any **Privacy Law** in relation to **Data**.

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

**Data Breach** means the actual or alleged theft, loss or unauthorised disclosure of **Data** that is in the care, custody or control of the **Insured** or a third party for whose theft, loss or unauthorised disclosure of **Data** the **Insured** is liable.

**Privacy Law** means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.

5. For the purpose of the coverage provided by this endorsement the following definitions apply:

**Bodily Injury** means any physical injury, illness or disability and death . Bodily injury does not include mental injury or mental anguish, shock or humiliation.

**Products** means any goods or products manufactured, grown, extracted, produced, processed, treated, altered, handled, sold, supplied, distributed, imported, exported, repaired, serviced, installed, assembled, erected or constructed by the **Insured** (including packaging and containers) in connection with the **Professional Services** in or from the Territorial Limits, and after it has ceased to be the **Insured's** property, or in the **Insured's** custody or legal control.

All other terms and conditions of this **Policy** remain unchanged.