

GENERAL TERMS AND
CONDITIONS
OF COMBINED LIFE SCIENCE
INSURANCE

(IX/2023)

CHUBB®

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GENERAL TERMS AND CONDITIONS OF COMBINED LIFE SCIENCE INSURANCE

Information on important general terms of insurance:

Conditions for payment of indemnity and other moneys or for payment of surrender value	§ 1.2-1.4, § 2 p. 1-44, p. 46, p. 49-59, p. 61, p. 66-72, § 3, § 6.1, § 7, § 8.1-8.2, § 8.7, § 11.1-3; Additional clauses nos: 1-12
Limitations and exclusions of Insurer's liability allowing it to reduce or refuse the payment of indemnity or other moneys	§ 2 p. 8, 9, p. 38-40,, p. 62-66, p. 68, § 3, § 4, § 5.4-5.6, § 6.2, § 6.5, § 8.3-8.6, § 8.8, § 9, § 11.1-5, § 14.3, § 17; Additional clauses nos: 3-12

§ 1 GENERAL PROVISIONS

Introduction

This is a Chubb combined liability insurance for Life Science Companies (the '**Policy**'). Please read the entire Policy carefully.

1. These General Terms and Conditions of combined liability insurance for Life Science Companies (hereinafter referred to as the "General Terms and Conditions") shall apply to insurance contracts entered into by and between Chubb European Group SE Oddział w Polsce, Branch in Poland (hereinafter referred to as the "**Insurer**") and natural persons, legal entities or organisational units that do not have the status of a legal entity, (hereinafter referred to as the "Policyholder") which carry on business activities.
2. All parts of this Policy, including the Policy schedule (the '**Schedule**') and any endorsements, should be read together and considered as one contract. If the insurance contract provides for additional or disparate contractual provisions, such shall have precedence over the provisions of these General Terms and Conditions. The operative Sections of this Policy are indicated in the Schedule. Unless a particular Section is identified in the Schedule as operative, it is of no effect and no cover is granted under it.
3. In the event the insurance contract is entered into for the benefit of another party, the provisions of these General Terms and Conditions shall apply to the Insured, respectively, if the Insured was aware of the fact that the insurance contract was entered into for his benefit.
4. The insurance covers third-party liability of the Policyholder (in the event the insurance contract is entered into for the benefit of another person – the Insured) and its employees, attorneys, interns or volunteers within the time of performing their duties for the benefit of the Insured.
5. The Policyholder must give the Insurer a notice if the Insured provides funding for the payment of premium for coverage applicable to the Insured. In such a case, the Policyholder must deliver a copy of the Policy to the Insured before the Insured agrees to provide such funding. The Policyholder shall bear the consequences of any failure to comply with the above duties. Whenever so requested by the Insurer, the Policyholder must show the Insurer evidence that the Policy was delivered to the Insured.
6. The Policy may be changed only by a written endorsement issued by a duly authorised representative of the Insurer.

§ 2 DEFINITIONS

The following definitions whenever used in these General Terms and Conditions, insurance proposals, policy or any other documents that confirm the execution of an insurance contract and in any other letters and statements made in connection with the execution or performance of such a contract shall have the following respective meanings:

- 1) **clinical trial** - means any investigation in relation to humans intended:
 - (a) to discover or verify the clinical, pharmacological or other pharmacodynamic effects of one or more medicinal products;
 - (b) to identify any adverse reactions to one or more medicinal products; or
 - (c) to study the absorption, distribution, metabolism and excretion of one or more medicinal products;with the objective of ascertaining the safety and/or efficacy of those medicinal products which fulfils any of the following conditions:
 - (a) the assignment of the subject to a particular therapeutic strategy is decided in advance and does not fall within normal clinical practice of the Member State concerned;
 - (b) the decision to prescribe the investigational medicinal products is taken together with the decision to include the subject in the clinical study; or
 - (c) diagnostic or monitoring procedures in addition to normal clinical practice are applied to the subjects.
- 2) **offshore activities** - any:
 1. embarkation onto a conveyance (until disembarkation from such conveyance onto land) for the purpose of travel to or from;
 2. transit between; or
 3. activities on or from;any offshore structure, platform, installation, accommodation vessel or associated structure.
- 3) **pure financial loss** – financial loss not being consequence of bodily injury or property damage,
- 4) **data** means any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in

- electronic form, and whether or not belonging to the Insured.
- 5) **Retroactive Date** – date before the inception of the Policy indicated in the Schedule
- 6) **cosmetic** - an article that is intended to be applied to the human body for altering appearance, beautifying, cleansing or promoting attractiveness.
- 7) **privacy data breach expenses** -necessary and reasonable expenses incurred following the discovery of a privacy data breach:
1. to notify a person or organisation as may be required by applicable statute or a regulatory or supervisory authority (“notification expenses”);
 2. for determining the cause and extent of such privacy data breach (“forensic expenses”); or
 3. for “remediation expenses” comprising:
 - a) credit monitoring services; or
 - b) public relations services.
- 8) **legal defence costs** - the costs, fees and expenses incurred in the investigation, defence and settlement of that part of a specific claim for injury or damage covered by this Policy.
In respect of Sections 4A and 4B only, legal defence costs also includes related costs, expenses and fees in connection with a claim for injunctive relief to prevent such injury from continuing or resuming.
Legal defence costs does not include any regulatory costs or any salaries or expenses of the Insured’s partners, directors, officers or employees.
- 9) **regulatory costs** - necessary and reasonable costs, expenses and fees incurred to investigate or defend against a regulatory action taken by a supervisory authority following a privacy data breach. Regulatory costs do not include any salaries or expenses of any of the Insured’s employees, partners, directors, officers or costs, expenses or fees incurred on compliance requirements necessitated in the usual course of the Insured’s business.
- 10) **products recall expenses** - the reasonable and necessary costs incurred by the Insured or by any persons acting on behalf of the Insured or for which the insured becomes legally liable to for:
- a) newspaper, magazine, radio and television announcements, correspondence and other communications;
 - b) the transportation of the products from any purchaser, distributor, or user to the place or places designated by the Insured, including transportation costs of final products which contain the product;
 - c) the hire of additional persons who are not existing employees of the Insured;
 - d) the remuneration paid to the Insured’s regular employees at normal hourly rates or overtime rates if required;
 - e) expenses incurred by the Insured’s employees for transportation and accommodation;
 - f) the cost of the rent or hire of additional warehouse or storage space;
 - g) the extra costs incurred to properly dispose of any recalled products and/or packaging materials that cannot be re-used
 - h) sorting exercise executed in order to separate the products to be recalled from the products free of faults;
 - i) expenses incurred tracing the products subject to recall
- but only when such costs and expenses are incurred exclusively for the purpose of recalling the products.
- 11) **cyber and security breach** means an unauthorised access to or unauthorised use of an information communication technology product.
Cyber and security breach includes an unauthorised access to or unauthorised use of software, data or other information in electronic form (including in connection with a medical device) that:
1. copies;
 2. corrupts;
 3. deletes;
 4. destroys;
 5. discloses;
 6. distorts; or
 7. manipulates;
- such software, data or other information or slows down an information communication technology product or medical device.
- 12) **privacy data breach** - a cyber and security breach or other unauthorised access to or unauthorised use of information about a person, that is non-public personal information as established by applicable statute or regulatory or supervisory authority.
- 13) **waste** - any substance or object which the holder discards or intends or is required to discard
- 14) **period of insurance** – period stated in policy or another insurance document, or any subsequent period for which the Insurer has received the premium specified in the contract for the given period,
- 15) **specific clinical trial hazard** - a:
1. defect, deficiency, inadequacy or dangerous condition in the Insured’s product that is used within the scope of and in accordance with the applicable written protocol of a clinical trial to which this insurance applies; or
 2. procedure or service that is provided within the scope of and in accordance with the applicable written protocol of a clinical trial to which this insurance applies.
- 16) **third party** – any person other than the Policyholder, Insured or the Insurer,
- 17) **money** - any:
1. medium of exchange adopted or authorised by a government as part of its currency;
 2. contract, instrument or security that represents any money described in subparagraph 1. above; or
 3. data or other information that represents any money or other property described in subparagraphs 1. or 2. above.
- 18) **controlling interests** - persons or organisations having, either directly or indirectly, financial control of another organisation through:
1. controlling or holding a majority of its voting rights; or
 2. the right to appoint or remove a majority of its board of directors.

- 19) **subcontractor** – any person other than an employee, to whom the Policyholder entrusted the performance of a work, service or other act specified in the contract between them,
- 20) **employee** – a natural person employed under the contract of employment, appointment, selection, nomination or agreement for co-operative employment; the term ‘employee’ shall also include any person carrying out work or services under a civil law agreement subject to social insurance premium tax paid by the Policyholder,
- 21) **intellectual property law or right**- any:
1. certification mark, copyright or moral right, database right, mask work or semiconductor topography right, patent, unregistered design, trade dress, trade mark, collective mark or service mark;
 2. legally recognised right to or interest in any trade secret or confidential or proprietary non - public personal information;
 3. other legally recognised right to or interest in any expression, idea, likeness, appearance, image, name, slogan, style or method of doing business, symbol, title or other intellectual property; or
 4. law relating to passing off, piracy, unfair competition or other similar practice.
- 22) **manufacturer** – an entrepreneur that manufactures a product within the scope of its business,
- 23) **medicinal product** - any substance or combination of substances presented as having properties for treating or preventing disease in human beings; or any substance or combination of substances which may be used in or administered to human beings either with a view to restoring, correcting or modifying physiological functions by exerting a pharmacological, immunological or metabolic action, or to making a medical diagnosis.
- 24) **life science product** - a cosmetic, dietary supplement, medicinal product or medical device.
- 25) **healthcare information technology product** - means an information communication technology product that is used by medical, dental or other healthcare professionals.
- 26) **life science and technology product** - a healthcare information technology product, information communication technology product or life science product.
- 27) **information communication technology product** - means:
1. communication, computer, data security, electronic, information, Internet, network or website:
 - a) equipment or parts; or
 - b) programs or systems.
 2. software, data or other information in electronic form.
- Information communication technology product includes:
1. containers, labels, instructions and packaging relating to such goods or products;
 2. advice or instruction on the use of such goods or products;
 3. representations or warranties made with respect to the fitness, performance, quality or use of such goods or products; and
 4. the providing of or failure to provide instructions or warnings in connection with such goods or products.
- 28) **product**:
In respect of Sections 1, 2, 3 and 5 only, means:
1. goods or products (including life science and technology products) adjusted, altered, cleaned or treated, created, developed, distributed, erected, handled, inspected, installed, leased or licensed to others, manufactured, repaired, sold or supplied by or on behalf of the Insured;
 2. containers, instructions, labels and packaging relating to such goods and products; and
 3. advice or instruction on the use of such goods and products;
- after such goods or products have ceased to be in the care, custody and control of the Insured.
Notwithstanding anything to the contrary above, product includes its use at any time or place:
1. in connection with any clinical trial; or
 2. whilst loaned or hired to, or located for the use of, another whether or not such product:
 - a) has been sold; or
 - b) is in the Insured’s possession.
- In respect of Section 4 only, means:
1. goods or products (including life science and technology products) adjusted, altered, cleaned or treated, created, developed, distributed, erected, handled, inspected, installed, leased or licensed to others, manufactured, repaired, sold or supplied by or on behalf of the Insured;
 2. containers, instructions, labels and packaging relating to such goods or products; and
 3. the Insured’s service rendered in connection with such goods or products.
- In respect of all Sections, product includes:
1. representations or warranties made with respect to the fitness, performance, quality or use of the Insured’s product;
 2. the providing of or failure to provide instructions or warnings in connection with the Insured’s product; and
 3. the Insured’s service rendered in connection with the Insured’s product.
- 29) **securities law** - any law or regulation designed to:
1. prevent or prohibit fraudulent, unfair or other similar practices; or
 2. require full or periodic disclosure of information;
- in connection with any:
1. offering;
 2. registration;
 3. trading; or
 4. continued listing or registration;
- of any instrument or other evidence of creditorship or ownership.

- 30) **advertisement** – a notice which is broadcast or published to the general public or specific addressees about the Policyholder’s products or services for the purpose of attracting contractors or buyers,
- 31) **series of claims** -means claims consequent on or attributable to the same or substantially the same occurrence .
- 32) **subsidiary company** - an organisation that the Insured either directly or indirectly controls through:
1. holding a majority of the voting rights;
 2. the right to appoint or remove a majority of its board of directors; or
 3. controlling alone, pursuant to a written agreement with other shareholders, a majority of the voting rights therein.
- 33) **limit of indemnity** – maximum amount up to which the Insurer shall pay out the indemnity for all insurance events occurring within one period of insurance; the limit of indemnity shall be reduced by the amounts of all indemnities paid out; the limit or limits of indemnity to apply to any Section or sub-Section are stated in the Schedule.
- 34) **dietary supplement** – means foodstuffs the purpose of which is to supplement the normal diet and which are concentrated sources of nutrients or other substances with a nutritional or physiological effect, alone or in combination, marketed in dose form, namely forms such as capsules, pastilles, tablets, pills and other similar forms, sachets of powder, ampoules of liquids, drop dispensing bottles, and other similar forms of liquids and powders designed to be taken in measured small unit quantities.
- 35) **computer system** means any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.
- 36) **bodily injury** – death, bodily injury or disturbance of health including lost benefits which the injured party could have obtained if not suffered such death, bodily injury or disturbance of health,
- 37) **property damage** – physical damage or destruction of a movable object or immovable property, including lost benefits which the third party could have obtained if not suffered physical damage or destruction of such a movable object or immovable property,
- 38) **privacy injury** - injury sustained by a person or organisation that results from electronic, oral, written or other publication, disclosure or other use of content, information or material about a person that is:
1. a breach of confidence;
 2. a privacy data breach; or
 3. an invasion of privacy.
- Privacy injury does not include any bodily injury, intellectual property injury, property damage or reputational injury.
- 39) **reputational injury** - injury sustained by a person or organisation that results from:
1. electronic, oral, written or other publication of material on the Internet or in other media that:
 - a) libels or slanders a person or organisation or places them in a false light; or
 - b) disparages a person’s or organisation’s products or services.
 2. false arrest, false detention or other false imprisonment.
 3. malicious prosecution.
 4. trespass to real property insofar as it relates to wrongful:
 - a) entry into; or
 - b) eviction of a person from;
- a dwelling, premises or room that violates a person’s right of private occupancy, if committed by or on behalf of its landlord, lessor or owner.
5. interference with a person’s private affairs or seclusion.
 6. use of a person’s likeness or name.
 7. discrimination, harassment or segregation based on a person’s protected human characteristics as established by law.
- Reputational injury does not include any bodily injury, intellectual property injury, privacy injury or property damage.
- 40) **intellectual property injury** - injury sustained by a person or organisation that results from:
1. an infringement upon:
 - a) copyright or moral right;
 - b) database right;
 - c) trade mark, service mark or collective mark; or
 - d) Internet domain name or e-mail address;
 - or
 2. passing off a product or service as the product or service of another person or organisation.
- Intellectual property injury does not include any:
1. injury arising out of any violation of any licence granted to the Insured.
 2. bodily injury, privacy injury, property damage or reputational injury.
- 41) **advertising injury** – bodily injury, property occurring as a direct result of any of the following offences: oral or written publication of material in any Policyholder’s advertisement.
- 42) **financial injury** - economic injury, including that resulting from loss of software, data and other information in electronic form, sustained by a person or organisation.
- 43) **terrorism** – all types of activity directed against the population or property aimed at bringing about chaos, intimidating the population or disorganizing public life for the achievement of specific economic, political, religious or social outcomes,
- 44) **tobacco or tobacco related product** - any:
1. plant of the genus nicotiana (herein referred to as “tobacco”) by whatever name known, including its presence or use in a cigar or cigarette or in chewing or smoking or as snuff;
 2. chemical, mineral or other material, good or product applied to, found within, sprayed on or used in connection with tobacco;

3. filter, paper, pipe, wrapper or any other tobacco-related accessory;
 4. tobacco cessation good, product, service, advice or instruction; or
 5. smoke or other solid, liquid, gaseous or thermal by-product or residue of tobacco or in connection with any of the foregoing.
- 45) **Policyholder** – the party entering into an insurance contract,
- 46) **insured business** – business described in the policy or another insurance document; if a business is not described in the Schedule or another insurance document, the insured business shall mean a business described in the Proposal form, offer inquiry or specification of essential terms of a contract,
- 47) **Insured** – a party for whose benefit the insurance has been taken out,
- 48) **Insurer**- Chubb European Group SE, Branch in Poland,
- 49) **research subject** - a person participating in a clinical trial or any pre-trial assessment and children in-utero through the participation of the mother in such trial.
- 50) **deductible** – an amount or percentage set out in the insurance contract, by which the indemnity due will be reduced, according to the rules set out in § 9,
- 51) **agreed settlement** - a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative;
- 52) **healthcare information technology service** - service, advice or instruction in connection with a healthcare information technology product.
- 53) **service** includes also:
1. representations or warranties made with respect to the fitness, performance, quality or use of the Insured's service; and
 2. the providing of or failure to provide instructions or warnings in connection with the Insured's service.
- 54) **healthcare service** - any:
1. cosmetic service, advice, instruction or treatment.
 2. dental, medical, nursing, physiotherapy, surgical or x-ray service, advice, instruction or treatment.
 3. handling or treatment of dead bodies, including autopsies, organ donations or similar procedures.
 4. health or therapeutic service, advice, instruction or treatment.
 5. related dispensing or furnishing of any beverages or food, or any **life science product** or other dental, medical or surgical appliances or supplies.
- 55) **life science and technology service** – a healthcare information technology service, information communication technology service or life science product service.
- 56) **information communication technology service** - service, advice or instruction in connection with an information communication technology product.
- 57) **life science product service** - means a:
1. clinical;
 2. design or development review;
 3. laboratory; or
 4. research;
- service, advice or instruction in connection with a life science product.
- 58) **product or service defect** - an actual or suspected defect, deficiency, inadequacy or dangerous condition in the Insured's:
1. product; or
 2. life science and technology service.
- 59) **contract performance failure** - an actual or suspected failure:
1. of the Insured's product to perform; or
 2. to perform the Insured's life science and technology service;
- in accordance with the terms and conditions of a contract or agreement.
- 60) **war** - any:
1. hostile or warlike action in time of peace or war (including any act or failure to act in controlling, preventing or suppressing any actual, impending or expected attack) by any:
 - a) government authority or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces;
 - b) military, naval or air forces; or
 - c) agent of any government power, authority or force.
 2. insurrection, rebellion, revolution, civil war, usurped power or any activity of any organisation the objects of which are or include the overthrowing or influencing of any government or sovereign power (de jure or de facto) by any violent means, or any act or failure to act by government authority or sovereign power (de jure or de facto) in controlling, preventing or suppressing such activity.
 3. weapon of war employing atomic fission, atomic fusion, radioactive force or radioactive material, whether in time of peace or war.
- 61) **clinical trial contractor** - a person or organisation engaged to provide service or advice or instruction in connection with:
1. a) clinical;
 - b) laboratory; or
 - c) research;
- testing activities, within the scope of and in accordance with the applicable written protocol of a clinical trial; or
2. the planning, monitoring, review or management of a clinical trial.
- 62) **specific diseases** - any of the following:
1. Acquired Immune Deficiency Syndrome (AIDS).

2. Transmissible Spongiform Encephalopathy (TSE).
3. Viral Hepatitis.
- 63) **specific classes of products** -any of the following:
1. Birth control or fertility products
 2. Diazepines, Oxazepines or Thiazepines.
 3. Hip replacement products, including components
 4. Hormone replacement products
 5. Psychotropic Drugs
 6. Selective Serotonin Reuptake Inhibitor (SSRI) products
 7. Serotonin Norepinephrine Inhibitor (SNRI) products
 8. Synthetic or Biologic mesh:
 9. Thiazolidinediones
 10. Vaccines
- 64) **specific products** - any of the following:
1. Cisapride.
 2. Di-(2-ethylhexyl) Phthalate (DEHP)
 3. Diethylstilbestrol (DES)
 4. Ephedra or Ephedrine
 5. Fenfluramine
 6. Gadolinium
 7. Isotretinoin
 8. L-tryptophan when used for, or as part of, any physically ingestible purpose.
 9. Latex Gloves
 10. Mercury
 11. etaclopramide
 12. Opioids or Opiate products
 13. Phentermine
 14. Phenylpropanolamine (PPA)
 15. Piper Methysticum (Kava)
 16. Psychotropic Drugs
 17. Silicone Gel when used as part of an implantable medical device
 18. Thalidomide
 19. Thimerosal
- 65) **specific professional services** - any of the following types of service, advice or instruction:
1. accounting.
 2. actuarial.
 3. graphic arts, printing or publishing.
 4. legal.
- 66) **occurrence** - an accidental event, including continuous or repeated exposure to substantially the same general harmful conditions.
and
in respect of Section 5 only, means the ascertainment that the use or consumption of the Products has caused or would cause Bodily Injury or Property Damage which creates the need to recover possession or control of the Products from any purchaser, distributor or user and/or to destroy or dispose of such Products but only as a result of one or more of the following events:
- a) the accidental omission by the Insured of a substance or component in the Products;
 - b) the accidental introduction or the accidental substitution by the Insured of a deleterious substance or of a defective component in the Products;
 - c) an unintentional error or deficiency in the manufacture, design, blending, mixing, compounding, packaging, labeling or storage of the Products by the Insured but only if such error or deficiency is known or recognised as such in the industry at the time such error or deficiency occurred;
- A recall by order of a government, federal, state, or other regulatory body or official shall also be an Occurrence provided that any such recall is a result of an event specified in sub-paragraphs a), b) or c) above.
Possible fact of existence of another similar item which happens to be more safe than the Insured's Product shall not be treated as a sufficient reason to state the Product should be subject to a recall.
- 67) **medical device** - means any instrument, apparatus, appliance, software, implant, reagent, material or other article intended by the manufacturer to be used, alone or in combination, for human beings for one or more of the following specific medical purposes:
- diagnosis, prevention, monitoring, prediction, prognosis, treatment or alleviation of disease,
 - diagnosis, monitoring, treatment, alleviation of, or compensation for, an injury or disability,
 - investigation, replacement or modification of the anatomy or of a physiological or pathological process or state,
 - providing information by means of in vitro examination of specimens derived from the human body, including organ, blood and tissue donations,
- and which does not achieve its principal intended action by pharmacological, immunological or metabolic means, in or on the human body, but which may be assisted in its function by such means.
- 68) **territorial limits** - shall mean the territorial limits stated in the Schedule.
- 69) **adverse event** – means any of the following requiring notification to a governmental or regulatory authority:
1. an outcome of the following types, regardless of whether or not such outcome is expected or intended:

- a) congenital anomaly or birth defect;
 - b) death;
 - c) disability or incapacity;
 - d) hospitalisation; or
 - e) life threatening injury, illness or disease;
- of any person;
- 2. an intervention to prevent any outcome described above; or
 - 3. a condition that may give rise to any outcome described above.
- 70) **insurance event** – claim made and reported to the Insurer during the period of insurance,
- 71) **malware** means programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or Data within, any software or Computer System, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.
- 72) **nuclear source** - any:
- 1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 2. radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

§ 3 SUBJECT AND SCOPE OF INSURANCE

Section 1. Employers' Liability for consequences of work-related events

- 1. The insurance coverage shall include third-party liability of the Policyholder for any bodily injury and property damage sustained by the employees of the Policyholder as a consequence of an occupational injury.
- 2. The Insurer shall pay compensation in respect of any bodily injury after deducting any relevant amounts due paid or payable under the Occupational Injury and Disease Compensation Act of 30 October 2002.

Section 2. General Civil Liability

Bodily Injury, Property Damage

Under this Section 2, the Insurer will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of:

- 1. bodily injury;
- 2. property damage;

caused by an occurrence in connection with the Insured's business.

The Insurer will also indemnify the Insured for related legal defence costs provided they are incurred with the Insurer's prior written consent.

Section 2 will apply only if:

- 1. such bodily injury, property damage happens within the territorial limits; and
- 2. a claim by a person or organisation for such damages is made against the Insured within the territorial limits.

Section 2 does not apply to any damages, loss, cost or expense arising out of any injury or damage in connection with the Insured's product, the Insured's service or any clinical trial.

Section 3. Products And Services Liability And Clinical Trials

Section 3a - Products And Services Liability

Under this Section 3A, the Insurer will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of:

- 1. bodily injury; or
- 2. property damage;

caused by an occurrence in connection with the Insured's business and resulting from the Insured's product, the Insured's service.

The Insurer will also indemnify the Insured for related legal defence costs provided they are incurred with the Insurer's prior written consent.

Section 3A does not apply to any damages, losses, cost or expenses arising out of any injury or damage in connection with any clinical trial.

Section 3b – Clinical Trials

Under this Section 3B, the Insurer will indemnify the Insured for:

- 1. compensation agreed under applicable clinical trial compensation guidelines (amounts agreed as compensation and related expenses under such guidelines will be deemed to be damages) – if applicable under the given legal system; or
- 2. damages and related claimants' costs that the Insured becomes legally liable to pay, to the extent that settlement is not concluded under the applicable clinical trial compensation guidelines described in subparagraph 1. above – if applicable under the given legal system;

in respect of bodily injury or property damage caused by an occurrence in connection with the Insured's business and resulting from a clinical trial sponsored by or on behalf of the Insured.

The Insurer will also indemnify the Insured for related legal defence costs provided they are incurred with the Insurer's prior written consent.

Section 3B applies only if such:

- 1. clinical trial began after the applicable Retroactive Date shown in the Schedule; and

2. bodily injury or property damage did not arise out of a person's exposure to a life science product that happens after the testing of such product upon or within such person has been completed.

This Section does not constitute a mandatory insurance of clinical trial, if required by the applicable law.

Sections 3a and/ or 3b in respect of clinical trial applies only for individual requests under individual risk assessment after receiving necessary information Chubb individually ask for, after individual approval of Chubb. Clinical trial coverage is not an automatic cover.

Section 4. Insurance for Losses other than bodily injury or property damage

Section 4A - Products And Services, Contract Performance

Under this Section 4A, the Insurer will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of financial injury caused by an act or omission in connection with the Insured's business and resulting from a:

1. product or service defect; or
2. contract performance failure.

The Insurer will also indemnify the Insured for related legal defence costs provided they are incurred with the Insurer's prior written consent.

Section 4B – Intellectual Property, Privacy and Reputational Injury

Under this Section 4B, the Insurer will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of:

1. intellectual property injury;
 2. privacy injury; or
 3. reputational injury;
- caused by an act or omission in connection with the Insured's business.

The Insurer will also indemnify the Insured for:

1. related legal defence costs; and
 2. regulatory costs related to privacy injury;
- provided they are incurred with the Insurer's prior written consent.

Notwithstanding any other provisions of this policy, this policy does not cover any costs claims or expenses arising out of infringement of patents rights.

Sections 4A and 4B - Common Provisions

1. Sections 4A and 4B do not apply to any damages, loss, cost or expense in connection with any injury that is caused by an act, if such act or omission also caused other injury which gave rise to any claim deemed to have been made under any prior policy issued to the Insured by the Insurer.
2. With respect to a clinical trial sponsored by or on behalf of the Insured, these Sections 4A and 4B apply only if such clinical trial began after the applicable Retroactive Date shown in the Schedule.

Section 4C – Privacy Data Breach Expenses

Under this Section 4C, the Insurer will indemnify the Insured for:

1. privacy data breach expenses; and
2. related regulatory costs;

incurred by the Insured and resulting from a privacy data breach that is caused by an act or omission in connection with the Insured's business.

Section 4C will apply only if such:

1. act:
 - a) is described in the definition of privacy injury to which Section 4B applies;
 - b) first happens after the Retroactive Date shown in the Schedule and before the end of the period of insurance; and
 - c) is notified to the Insurer in writing as soon as practicable during the period of insurance or not later than 60 days after the end of the period of insurance;
2. privacy data breach happens within the territorial limits; and
3. privacy data breach expenses are incurred and notified to the Insurer in writing as soon as practicable or not later than one year after the end of the period of insurance.

All such privacy data breach expenses described in subparagraph 3. above in connection with the same act or omission will be deemed to have been notified to the Insurer at the earliest of the following times:

1. when the first of such notices is made to the Insurer in writing; or
2. when a claim is made against the Insured or a notice of a circumstance is made to the Insurer in connection with such act or omission under Section 4B.

With respect to a clinical trial sponsored by or on behalf of the Insured, this Section 4C applies only if such clinical trial began after the applicable Retroactive Date shown in the Schedule.

Section 4C does not apply to any damages, loss, cost or expense for any investigation of, defence against or settlement of any claim or other demand made against the Insured or any other person or organisation.

Trigger

Sections 1-4 will apply only if:

- a) an occurrence happens:
 - i) after the Retroactive Date shown in the Schedule if applicable; and
 - ii) before the end of the period of insurance, and
- b) an occurrence happens within the territorial limits; and
- c) a claim by a person or organisation for damages for the occurrence is first made against the Insured and reported to the Insurer:
 - i) after the beginning of the period of insurance; and
 - ii) before the end of the period of insurance; or
 - iii) during any Extended Reporting Period provided; and
 - d) such claim is made against the Insured within the territorial limits.
- 4. With respect to subparagraphs 1.c.i. and 1.c.ii. above (regarding the timing of claims) a claim or a series of claims for damages for the occurrence will be deemed to have been made at the earliest of the following times:
 - a) when the first claim of series of claims (to which this insurance applies) is first made against the Insured and reported to the Insurer; or
 - b) when notice of a circumstance (to which such claim or series of claims correlates) is first reported to the Insurer. For said notice of circumstances to be duly given, it must:
 - (i) set out the causes potentially leading to such claim, and in particular describe the act or omission that may be alleged; and
 - (ii) identify the Insureds against whom/which the claim may be made.
- 5. If a written notice of a circumstance is made to the Insurer as soon as practicable but not more than (twenty-one) 21 days after the end of the period of insurance, then such notice will be deemed to have been made to the Insurer during the period of insurance.

Section 5. Product Recall Expenses

The Insurer will indemnify the Insured against costs which the Insured shall have paid with the prior consent of the Insurer for products recall expenses caused by an occurrence of which the Insured first became aware and which was first reported in writing to the Insurer during the period of insurance.

The amount payable in respect of each occurrence is limited to products recall expenses after making proper deduction for all recoveries and salvages collectible.

Extended Reporting Periods

Under all Sections, the Insurer agrees to provide a:

1. Basic Extended Reporting Period; and
2. Supplemental Extended Reporting Period, provided the Insured purchases it from the Insurer; but only if:
 - a) this insurance (and all its coverages) is cancelled or not renewed; or
 - b) the Insurer replaces this insurance (and all its coverages) with insurance that:
 - i) has a retroactive date applicable to the Insured later than the Retroactive Date shown in the Schedule; or
 - ii) does not apply on a claims-made basis.

However, no Extended Reporting Period will be provided in the event of any material misrepresentation by the Insured or any material failure by the Insured to comply with the terms or conditions of this Policy, including failure to pay any premiums when due.

Extended Reporting Periods:

1. apply only to claims for injury or damage to which this insurance applies that are first made against the Insured and reported to the Insurer during such periods. Claims that are actually first made against the Insured and reported to the Insurer during an Extended Reporting Period will be deemed to have been made on the last day of the period of insurance.
2. shall be shared by all Insureds.
3. do not:
 - a) extend the period of insurance or change the scope of coverage to which this insurance applies.
 - b) increase or reinstate the limits of indemnity.
 - c) apply to any damages, loss, cost or expense covered under any other insurance, including any subsequent insurance purchased by the Insured.
4. may not be cancelled once in effect.

Basic Extended Reporting Period

The Basic Extended Reporting Period is for a period of 60 days and begins with the end of the Period of Insurance.

Supplemental Extended Reporting Period

The Supplemental Extended Reporting Period is available only by endorsement, for an additional premium, subject to the following provisions.

1. Only the first named insured has the right to purchase the Supplemental Extended Reporting Period.
2. If purchased, the Supplemental Extended Reporting Period begins at the end of the Basic Extended Reporting Period and lasts no longer than five (5) years, unless otherwise agreed by the Insurer.
3. The first named insured must give the Insurer a written request to purchase the Supplemental Extended Reporting Period within 60 days after the end of the period of insurance.
4. The additional premium for the endorsement for the Supplemental Extended Reporting Period will not exceed 200% of the annualised premium of this insurance.

The Supplemental Extended Reporting Period will not go into effect unless the Insurer receives the additional premium on or before the due date.

§ 4 EXCLUSIONS OF LIABILITY

1. Exclusions applicable to all Sections:

With respect to all Sections the Insurer shall not be liable for losses:

- 1) caused deliberately by the Policyholder or the Insured or the person, with whom the Policyholder or Insured lives in a common household, including losses resulting from omission, faulty products, work or services of whose existence the Policyholder had known at a time when it could have prevented the loss,
- 2) covered by a previous insurance contract executed,
- 3) covered by the compulsory insurance system,
- 4) arising from professional liability, unless explicitly covered by Section 4 of this Policy,
- 5) caused by a person under the influence of alcohol or other intoxicants,
- 6) regarding passive or active, direct or indirect influence of tobacco or tobacco products,
- 7) arising out of or related in any way to asbestos, tobacco or asbestos- and tobacco-containing materials,
- 8) caused by nuclear energy, ionising beams, laser beams, magnetic and electromagnetic fields and radioactive contamination, except those used in or by medical devices or medicinal products,
- 9) occurring as a result of war operations, revolution, revolt, commotion, social unrest, strike, acts of terrorism or sabotage,
- 10) connected with the infringement of copyright, patents, trademarks or brand names and other types of intellectual value rights, unless explicitly covered by Section 4B of this Policy,
- 11) for which the indemnity is regulated by mining and geological laws,
- 12) due to the imposition of any fines, administrative or judicial penalties and other penalties of a pecuniary nature, including punitive and exemplary damages,
- 13) regarding any money assets, securities, documents, plans, records, collectible items of any kind and data
- 14) caused by handling operations connected with the service of aircraft and other air vessels and for losses to aircraft and other air vessels or the service of ships and other sailing vessels and for losses to ships and other sailing vessels or caused by the operations of airport and/or marine port,
- 15) arising out of age and wear and tear of an object and caused due to the slow action of temperature, gases, falling tide waters, vapour, moisture or humidity, smoke, soot, dust, leakage, quakes, noise, mould, ground subsidence due to flooding by still or flowing waters
- 16) in the substance of the product or service,
- 17) related to liability arising out of regulations regarding warranty for a product or service, quality guarantee or consumer sales regulations, for the performance or due performance of an obligation and claims for substitutive performance, arising out of contractual liability on the base of contract which would not apply in absence of this contract,
- 18) resulting from the inability of the product or its component to perform its intended function provided that it does not affect product safety, unless explicitly covered by Section 4 of this Policy,
- 19) caused by the Product that does not hold any valid attestation, certificate or permission to be launched onto the market provided that such attestation, certificate or permission are required by laws and regulations binding in the country, where the Product was launched onto the market, unless the Product is undergoing a clinical trial and the liability is covered under Section 3a or 3b,
- 20) caused by Product used in aircraft and space industry,
- 21) related to lead, silica or product containing lead or silica,
- 22) related to transmission of BSE/ TSE,
- 23) damage, liability, claim, cost or expense arising directly or indirectly out of any actual, alleged or threatened or in connection with:

(i) Data Risk

the modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of Data or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data.

(ii) Cyber

- unauthorised access (including access by Malware) to;
- the presence of Malware on;
- the spread of Malware by;
- the unauthorised use of;
- the malicious use of; or
- malicious interference with (including, but not limited to, a distributed denial of service attack against);

any Computer System:

- owned, operated, controlled, leased or used; or

- sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed; by or on behalf of the Insured.

24) any:

1. amount that constitutes unjust enrichment.
2. fees, consideration or expenses owed (whether or not disputed) or paid to the Insured, including any restitution or return of any such amounts.
3. cost or expense to perform any obligation assumed by or on behalf of the Insured.
4. damages, loss, cost or expense incurred, or agreed to, by or on behalf of the Insured, except in an agreed settlement.

Subparagraph 3. above does not apply to the extension entitled Indemnity to Others / Additional Insureds.

25) arising out of any act or failure to act that is expected or intended by the Insured to cause injury or damage, even if the actual injury or damage caused is of a different degree or type than expected or intended.

With respect to Sections 1, 2 and 3 only, this exclusion does not apply to the liability for damages for bodily injury or property damage that results from the use of reasonable force to protect persons or tangible property.

With respect to Section 3 only, this exclusion does not apply to the liability for damages for bodily injury or property damage that results from reasonable use of a life science product within or upon a research subject during a clinical trial to which this insurance applies.

With respect to Section 3 only, this exclusion does not apply to the liability for damages for bodily injury that results from a procedure or service to:

1. remove the Insured's product from; or
2. repair or replace the Insured's product which has been put inside a person's body, if such:
 - a) product is a medical device that has caused bodily injury to such person before such procedure or service; and
 - b) removal, repair or replacement is necessary to prevent a change, continuation or resumption of such bodily injury to such person.

26) arising out of any bodily injury sustained by any employee arising out of or in the course of offshore activities.

27) arising out of any:

1. circumstance; or
2. injury, damage or claim;

either:

- a) notified, in whole or in part, to the Insurer under any prior policy issued to the Insured by the Insurer; or
- b) known in whole or in part, by the Insured before the effective date of this insurance.

Further, this insurance does not apply to any damages, loss, cost or expense arising out of any change, continuation or resumption, at any time, of any injury, damage, claim or circumstance described in this exclusion.

2. Exclusions applicable to particular sections:

Employers' Liability for consequences of work-related events

With respect to Section 1, this insurance does not apply to any damages, loss, cost or expense:

- 1) sustained by bicycles, mechanical vehicles their fittings and object left inside them,
- 2) loss resulting from any occupational diseases or other ailments which are not a consequence of the insured work-related events.

Abuse or Molestation

With respect to Sections 2 and 3, this insurance does not apply to any damages, loss, cost or expense arising out of any:

1. actual, alleged or threatened abuse or molestation, by anyone, of any person; or
2. retention, employment, investigation, supervision, reporting to or failure to report to the proper authorities of anyone for whom the Insured is or ever was legally responsible and whose conduct would be excluded by subparagraph 1. above;

in connection with any clinical trial.

Adjustment, Recall, Repair, Replacement or Withdrawal

Sections 2 and 3

1. With respect to Sections 2 and 3, this insurance does not apply to any damages, loss, cost or expense for any loss of use of or adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of:

- a) the Insured's product; or
- b) any property containing or incorporating the Insured's product;

if such product or property is recalled or withdrawn from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

2. With respect to Section 3 only, this exclusion does not apply to the liability for damages for bodily injury that results from a procedure or service to:

- a) remove the Insured's product from; or
- b) repair or replace the Insured's product which has been put inside;

a person's body, if:

- i) such product is a medical device that has caused bodily injury to such person before such procedure or service;

and

ii) such removal, repair or replacement is necessary to prevent a change, continuation or resumption of such bodily injury to such person.

Paragraph 2. above does not apply (and therefore this insurance does not apply) to the cost of the Insured's product or any product that replaces the Insured's product.

Section 4

With respect to Section 4, this insurance does not apply to any damages, loss, cost or expense for any loss of use of or adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of:

1. the Insured's product or the Insured's service;
2. any property containing or incorporating the Insured's product or the Insured's service;
3. any property on which the Insured's service is or was performed; or
4. any content, information or material;

regardless of whether or not any such adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal is performed by the Insured or others.

Subparagraphs 2, 3, and 4. above do not apply to the extension entitled Loss of Data or Documents.

Anti-Trust or Anti-Competitive Practices

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged breach of any law or regulation designed to prevent any anti-trust or anti-competitive practice, abuse of dominant position, cartel or price-fixing activity or to otherwise protect competition.

Assumed Liability

Sections 1, 2, 3 and 5

With respect to Sections 1, 2, 3 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any liability or obligation assumed in a contract or agreement.

With respect to Sections 1, 2 and 3 only, this exclusion does not apply to the liability for damages for injury or damage, to which this insurance applies, that the Insured would have in the absence of such contract or agreement.

This exclusion does not apply to the extension entitled Indemnity to Others / Additional Insureds.

Section 4

With respect to Section 4, this insurance does not apply to any damages, loss, cost or expense arising out of any assumption of liability or obligations of others in a contract or agreement. This exclusion does not apply to the liability for damages for injury, to which this insurance applies, that the Insured would have in the absence of such contract or agreement.

This exclusion does not apply to the extension entitled Indemnity to Others / Additional Insureds.

Bodily Injury, Property Damage

With respect to Sections 4 and 5, this insurance does not apply to any damages, loss, cost or expense for any bodily injury, property damage.

This exclusion also applies to any obligation to share any damages, loss, cost or expense for any bodily injury, property damage or to repay any person or organisation that must pay any damages, loss, cost or expense for any bodily injury, property damage.

With respect to Section 4 only, this exclusion does not apply to the extension entitled Loss of Data or Documents.

Ceasing to Support

With respect to Sections 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened decision by the Insured:

1. not to provide or support; or
2. to cease to provide or support;

in whole or in part at any time, any content, good, information, material, product, property or service that the Insured is obligated to provide or support.

Continued Activities

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any:

1. product of which the Insured relinquished physical possession;
2. service performed by or on behalf of the Insured; or
3. part of any activity or continuation or resumption of any activity that happens;

after the earlier of the following, as applicable, the:

- a effective date of any limitation of coverage for such product, service or activity under this insurance or under a subsequent, continuous renewal or replacement of this insurance that is issued to the Insured by the Insurer; or
- b later of the end of the period of insurance or of a subsequent, continuous renewal or replacement of this insurance that is issued to the Insured by the Insurer.

Crime, Dishonesty or Fraud

this insurance does not apply to any damages, loss, cost or expense arising out of any criminal, dishonest, fraudulent or malicious conduct committed by any person or organisation with the consent or prior knowledge of any partner, director or officer, or spouse of any partner, director or officer of the Insured.

Cross Liabilities

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained by;

1. the Insured.
2. any controlling interests of the Insured.
3. any subsidiary company of the Insured.
4. any partner of any partnership or joint venture in which the Insured has any interest.
5. any partner, director, officer or employee of any person or organisation described above.
6. any agent, heir, representative or successor of any person or organisation described above.

Decompilation or Reverse Engineering

With respect to Sections 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of or in any way related to any actual, alleged or threatened decompilation or reverse engineering of any other person's or organisation's:

1. software or other computer code or its source content or material; or
2. method or process designed to control or facilitate any operation or other use of any computer or other automated system;

that was committed by or with the consent or knowledge of the Insured.

Further, this insurance does not apply to the entirety of all allegations in any claim or proceedings, if such claim or proceedings includes an allegation of or a reference to any actual, alleged or threatened above.

With respect to Section 4 only, this exclusion does not apply to the extent such decompilation or reverse engineering was expressly authorised by the owner of such code, method or process or where permitted by any applicable law or regulation.

Delay in Delivery or Performance

With respect to Section 4, this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:

1. a) delay in delivery of; or
b) failure to deliver;
the Insured's product or any part or phase thereof;
or
2. a) delay in performance of; or
b) failure to begin;

the Insured's service or any part or phase thereof.

Deterioration

With respect to Section 5, this insurance does not apply to any damages, loss, cost or expense arising out of any:

1. expiration of any normal industry or statutorily recognised "use by" date or similar date;
 2. expiration of any normal shelf life;
 3. normal decomposition or deterioration; or
 4. normal perishability;
- of any goods or products.

Disappearance or Theft of Tangible Property

With respect to Sections 4 and 5, this insurance does not apply to any damages, loss, cost or expense incurred for the value of tangible property itself, if such property is actually or allegedly lost due to actual or alleged disappearance or theft of the property.

Employees

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained by any employee arising out of or in the course of employment by the Insured.

For the purposes of this exclusion, voluntary participation by an employee as a research subject in a clinical trial will not be deemed to be an activity arising out of or in the course of that employee's employment by the Insured.

Employment Related Practices

With respect to Sections 1, 2, 3, 4A, 4B and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained by any person, whether or not in the course of employment by the Insured, arising out of any employment-related act, omission, policy, practice or representation, including any:

1. dismissal, discharge or termination of employment;
 2. breach of any contract of service or apprenticeship;
 3. harassment, whether sexual or otherwise;
 4. discrimination;
 5. deprivation of career opportunity;
 6. evaluation or training;
 7. reference;
 8. misrepresentation, defamation or disparagement, breach of data protection laws, invasion of privacy, breach of confidentiality, malicious falsehood or false imprisonment; or
 9. retaliation on account of whistleblowing or the exercise by any person of their legal rights;
- or for any award made by an Employment Tribunal (whether or not relating to one of the above actions).

Equitable Relief

With respect to Sections 2, 3, 4A, 4B and 5, this insurance does not apply to any cost or expense to comply with any injunction or other equitable relief.

Governmental Claims or Proceedings

With respect to Section 4, this insurance does not apply to any damages, loss, cost or expense in any way related to any claim made or proceedings brought by or on behalf of any governmental authority.

This exclusion does not apply to the liability for damages for injury to which this insurance applies:

1. sustained by a governmental authority that results from its ownership, maintenance or use of the Insured's product or the Insured's service.
2. that the Insured would have to a person or organisation (other than a governmental authority) because of a claim or proceedings by a governmental authority against such person or organisation which results from ownership, maintenance or use of the Insured's product or the Insured's service.
3. that the Insured would have in the absence of such claim made or proceedings brought by or on behalf of a governmental authority.

Healthcare or Other Specific Professional Services

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any rendering of or failure to render any:

1. healthcare service; or
2. specific professional services;

whether or not such service or advice is ordinary to the Insured's profession and regardless of whether or not a claim or proceedings are brought by any client or any other person or organisation.

With respect to Sections 2 and 3 only, subparagraph 1. above does not apply to the extension entitled Incidental Healthcare Services.

Intellectual Property Law or Right

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:

1. assertion; or
2. infringement or violation;

by any person or organisation (including the Insured) of any intellectual property law or right.

Further, this insurance does not apply to the entirety of all allegations in any claim or proceedings, if such claim or proceedings include an allegation of or a reference to an infringement or violation of any intellectual property law or right.

This exclusion applies unless the only infringement or violation of an intellectual property law or right is an act described in the definition of intellectual property injury to which Section 4B of this insurance applies.

Information Laws, including Unauthorised or Unsolicited Communications

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened violation of any regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

Products Recall Expense

With respect to Section 5, this insurance does not apply to Products Recall Expense as a result of:

1. withdrawal of the Product without the reasonably held belief that its use or consumption will or would result in either Bodily Injury or Property Damage;
2. a) a wish to recall other Insured's Products which are similar to the Products giving rise to an occurrence;
b) the Products being of the same trade or brand name but of different batches than that which has been determined as being a likely cause of Loss under this Extension;
3. recalling Products due to similar third party's products being subject to a recall;
3. recalling Products which were introduced to the stream of commerce without sufficient testing according to the methods and rules which at the time of such introduction were generally accepted as good practice standards for testing this kind of product;
4. recall of products used in motor vehicles or mining equipment;
5. any costs arising out of and in relation to the Products which are still in the Insured's care, custody and control;
6. inherent deterioration, decomposition or transformation of the Products reaching the end of the period within which use or consumption or storage is recommended;
7. loss of customer faith or approval or any costs incurred to regain customer faith or approval or other consequential Loss arising therefrom;
8. a change in governmental regulations or public perceptions with respect to the safety of any Products or the Product's ingredients;
9. any pre-existing condition of the Products which could possibly become a cause of Loss under this Extension and of which the Insured had prior knowledge;
10. acts or omissions of any of the Insured's Employees with prior knowledge thereof of any of the Insured's officers or directors;
11. any event or circumstance that occurs after the Insured has knowledge of any defect or deviation in the production, preparation or manufacture of any Product or circumstance(s) which have resulted or are reasonably likely to result in such deviation or defect and the Insured fails to take reasonable corrective action;
12. changes in the quality of the Products or any part thereof or of their packaging if such changes are caused by an act or omission of a third party or failure of a third party to adhere to procedures prescribed by the Insured regarding the storage,

use of any Product

13. any intentional violation of governmental or regulatory requirements by the Insured in connection with the manufacture, sale or distribution of any Products or from the intentional use of any material or substance in the manufacturing process which has been banned or declared unsafe by any governmental or regulatory body

Loss of Use of Property

With respect to Sections 2, 3 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any loss of use of any property in connection with any:

1. defect, deficiency, inadequacy or dangerous condition in the Insured's product; or
2. delay or failure by the Insured or anyone acting on the Insured's behalf to perform the Insured's service or to fulfil a contract or agreement in accordance with its terms and conditions.

With respect to Section 3 only, this exclusion does not apply to liability for damages for the loss of use of tangible property that has been physically damaged.

Maintenance of Contracts or Licences

With respect to Sections 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened decision by the Insured:

1. not to effect, maintain, procure or secure; or
2. to cancel, let lapse, modify, not renew, revoke, suspend or otherwise impair;

in whole or in part at any time, any bond, insurance, lease, licence, order, permit or other contract or agreement that the Insured is obligated to effect, maintain, procure or secure.

Money

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense incurred for the value of money itself, if such money is actually or allegedly lost due to actual or alleged:

1. disappearance or theft of; or
2. injury or damage to;

the money.

Pollution or Contamination

With respect Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of or in any way related to any actual, alleged or threatened:

1. discharge, dispersal, seepage, migration, release or escape of smoke, vapours, soot, fumes, acids, alkalis, chemicals, waste or other solid, liquid, gaseous or thermal irritants, contaminants or pollutants;
2. request, demand, order or regulatory or statutory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of any irritants, contaminants or pollutants; or
3. claim or proceedings by or on behalf of any governmental authority or others for any damages, loss, cost or expense arising out of any testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of any irritants, contaminants or pollutants.

Prior Known or Notified Defects

With respect to Section 5, this insurance does not apply to any damages, loss, cost or expense arising out of any:

1. defect, deficiency, inadequacy or dangerous condition notified, in whole or in part, to the Insurer under any prior policy issued to the Insured by the Insurer.
2. good, product or other property that has a defect, deficiency, inadequacy or dangerous condition, if such defect, deficiency, inadequacy or dangerous condition was known by the Insured prior to the later of the:
 - a) effective date of this insurance; or
 - b) delivery of any such good, product or other property by the Insured or by any person or organisation acting on the Insured's behalf.

Privacy Injury

With respect to Section 4A, this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened privacy injury.

Reputational Injury

With respect to Section 4A, this insurance does not apply to any damages, loss, cost or expense arising out, giving rise to or in any way related to any actual, alleged or threatened reputational injury.

Specific Diseases

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any:

1. specific disease, including any similar or other condition, injury, illness or disease related thereto, by whatever name known;
2. causative agent of any such condition, injury, illness or disease, regardless of whether such agent gives rise to any such condition, injury, illness or disease or any other condition, injury, illness or disease, by whatever name known; or
3. actual or attempted counselling or testing for, or containing, detoxifying, mitigating, monitoring or neutralising of, or responding to, or assessing the effects of any:
 - a) condition, injury, illness or disease; or

- b) causative agent;
described in subparagraphs 1. or 2. above, including any:
- i) actual or attempted cure, diagnosis, prevention or treatment of any such condition, injury, illness or disease;
 - ii) actual or attempted cleaning-up, disposing, handling or removing of any such causative agent; or
 - iii) failure to perform any of the foregoing.

Specific Products or Specific Classes of Products

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any defect, deficiency, inadequacy or dangerous condition in, including the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of any:

1. specific product in any form, including their presence or use in any alloy, by-product, compound or other material or waste;
2. goods, products or materials that have the same or substantially the same chemical formula as any goods, products or materials described in subparagraph 1. above, by whatever name known;
3. goods, products or materials that are derivatives of any goods, products or materials described in subparagraphs 1. or 2. above, by whatever name known; or
4. specific classes of products, by whatever name known.

Unapproved Clinical Trials

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any unapproved exposure to material upon or within research subjects in connection with any clinical trial that happens after:

1. a hold has been placed on the trial;
 2. clinical trial authorisation or similar authorisation applicable to the trial has been withdrawn; or
 3. the trial has been ordered to be discontinued;
- by the applicable governmental or regulatory authority having jurisdiction.

Unapproved Goods or Products

With respect to Sections 2, 3, 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened hazardous properties of any goods or products:

1. declared unsafe by the applicable governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or products were declared unsafe before or after:
 - a) the goods or products were created, developed, sold, supplied, leased or licensed to others, manufactured, repaired, installed, inspected, adjusted, erected, altered, handled, distributed, cleaned or treated; or
 - b) such damages, loss, cost or expense were incurred; or
2. created, developed, sold, supplied, leased or licensed to others, manufactured, repaired, installed, inspected, adjusted, erected, altered, handled, distributed, cleaned or treated without approval by the applicable governmental or regulatory authority.

With respect to Sections 3 and 5 only, subparagraph 1. above does not apply to the Insured's product, to which this insurance applies, if such product was created, developed, sold, supplied, leased or licensed to others, manufactured, repaired, installed, inspected, adjusted, erected, altered, handled, distributed, cleaned and treated before it was known by the Insured that the product had been declared unsafe.

Wrong Description of Prices

With respect to Sections 4 and 5, this insurance does not apply to any damages, loss, cost or expense arising out of any wrong description of the price of any good, product or service.

3. Exclusions that might be included by an Extension

Unless the scope of insurance is extended or specified by the incorporation of Clauses to the insurance contract in accordance with Appendix 1 to the General Terms and Conditions and subject to payment of an additional premium, CHUBB shall not be liable for losses:

- 1) caused by the Policyholder's subcontractors (clause no. 1),
- 2) resulting from the activity of explosives or ammunition (clause no. 2),
- 3) caused by vehicles not subject to compulsory third-party liability insurance (clause no 3),
- 4) in property the Policyholder used under the contract of rent, tenancy, usufruct lease, lending for use, storage, leasing or any other agreement of similar nature not specified herein (clause no. 4)
- 5) caused in property being under care, custody, control of the Policyholder (clause no. 5)
- 6) caused in the mechanical vehicles being under care, custody or control of the Policyholder (clause no. 6),
- 7) caused in property entrusted for processing, repair or other similar activities rendered within the scope of services offered by the Policyholder (clause no. 7),
- 8) resulting directly or indirectly from the emission, leakage or another way of any substance escape, including waste and sewage, into air, water or land (clause no. 8),
- 9) caused in connection with failure to supply energy, water, gas or other energy media or with supply of energy of inadequate parameters in terms of quality and quantity (clause no. 9),
- 10) caused in connection with the organisation of events (clause no. 10),
- 11) being a pure financial loss (clause no. 11),
- 12) occurring in the territory of the USA or Canada (clause no. 12),

§ 5 EXECUTION OF THE INSURANCE CONTRACT

1. The insurance contract shall be concluded on the basis of the Policyholder's written insurance proposal addressed to the Insurer, which constitutes an integral part of the insurance contract.
2. The proposal should contain at least the following data:
 - 1) the Policyholder's and Insured's name,
 - 2) the Policyholder's and Insured's place of residence or registered office address,
 - 3) amount of the turnover in the accounting year,
 - 4) a detailed description of the business carried on the Insured,
 - 5) period of insurance,
 - 6) limit of indemnity,
 - 7) requested scope of cover.
3. The Insurer reserves the right to request the Policyholder to submit additional information should it decide that the data received is not sufficient for proper assessment of risk.
4. The Policyholder shall to the best of its knowledge provide the information referred to in the proposal form or at least those listed in section 2 and to answer to all questions contained in any letters drawn up by the Insurer, and to provide all the circumstances relevant for the assessment of risk about which the Insurer asked prior to the execution of the insurance contract in the letters in question. The foregoing applies also to the circumstances known to the representative if the insurance contract is entered into by the representative. If the Insurer enters into the insurance contract despite the lack of any information, any circumstances omitted in that way shall be deemed to be irrelevant.
5. In the event the circumstances under which the Insurer entered into the insurance contract have changed within the period of insurance, the Policyholder shall notify the Insurer of any such changes as soon as he learns of them.
6. The Insurer shall not be liable for the consequences of circumstances which were not communicated to it as a result of violation of the provisions of sections 4 and 5. In the event the obligation was not fulfilled intentionally it shall be assumed that a fortuitous event and its consequences are the consequences of such circumstances referred to in the preceding sentence. Any independent reduction of the premium obtained on the basis of a submitted document or statement made by the Policyholder as a breach of the provisions on sections 4 and 5 hereof shall entitle the Insurer to request that the premium be paid up to the original amount along with accrued interest, if the Insurer gained knowledge of the concealed circumstances before the occurrence of the insurance event.
7. The Policyholder shall notify the Insurer of any insurance contracts entered into with another insurer which extends coverage with respect to the same subject matter in the same period and concerning the same risk.
8. At any time during the period of insurance or thereafter, the Insured shall make available to the Insurer (and the Insurer shall have the right to audit, inspect and copy) any books, papers and other records of the Insured (including those of its agents and brokers) in connection with this Policy or the subject matter hereof.

§ 6 TERM OF INSURANCE CONTRACT

1. The insurance contract shall be concluded for a specified period of insurance, indicated in the policy or another document confirming the execution of the insurance contract. Unless agreed otherwise, the Insurer's liability shall commence on the first day of the period of insurance and shall end on the last day of this period. If premium under the Policy is due and payable by a date that is later than the first day of the period of insurance, coverage starts to apply on the first day of the period of insurance.
2. If the Insurer is liable before the premium is due for payment or the first instalment, and the premium or its first instalment was not paid within a timeframe specified by the Insurer, the Insurer may terminate the insurance contract with immediate effect and demand for payment due pro rata for the period the Insurer was liable. In case of no termination, the insurance agreement terminates with the period for which the premium was due. Failure to pay an instalment other than the first instalment within the time frame specified by the Insurer may entitle the same to terminate the contract with immediate effect after the Policyholder is requested to pay the outstanding instalment and notified that in the event the payment is not effected within 7 days from the date the demand for payment is received, the liability of the Insurer shall terminate on the date specified in the said demand. The termination of the insurance agreement shall not preclude the Insurer's right to demand that the premium is paid pro rata to the period of insurance in which insurance was granted.
3. If the insurance contract has been entered into for a period longer than 6 (six) months, the Policyholder shall be entitled to withdraw from the insurance contract within 30 (thirty) days and in the event the Policyholder is an entrepreneur – within 7 (seven) days from the date of execution of the contract, with the reservation that the Policyholder shall not be released from the obligation to pay the premium for the period in which the Insurer extended insurance coverage.

4. The Policyholder may terminate the insurance contract at any time within the term of the insurance contract with a 90-day notice period, and with immediate effect if the same is grossly violated by the Insurer.
5. The Insurer may terminate the insurance with immediate effect in the events listed in the law, and if the following incidents occur:
 - 1) if as a consequence of intentional fault or gross negligence the Policyholder did not remove exceptional danger whose removal could be and was demanded of the Insurer in writing in connection with the given circumstances and exceptional danger shall mean in particular the cause for loss occurrence, as indicated by the Insurer,
 - 2) if the Policyholder refused to screen the risk or hindered the performance of such screening,
 - 3) if if the Policyholder caused the loss to occur intentionally,
 - 4) if the Policyholder obtains or attempts to obtain under false pretences an indemnity payment under the insurance contract entered into in pursuance of these general Terms and Conditions,
 - 5) if in connection with the execution and performance of the insurance contract entered into in pursuance of these General terms and Conditions the Policyholder committed or attempted to commit an offence.
6. Withdrawal or termination shall be effective provided that a written notice is delivered to the other party by registered mail.
7. In the event the insurance relationship expires before the period of insurance ends the Policyholder shall be entitled to a reimbursement of the premium in the amount pro rata to the period of coverage period which was unused and the unused indemnity (provided it is subject to reduction by the amounts of payments made). The provision on reimbursement of the premium shall not apply in the event the indemnity is exhausted before the end of the period of insurance.

§ 7 EXTENSIONS

Extensions are subject to the terms and conditions (including Exclusions and limits of indemnity) applicable to the Section(s) under which the extension is provided. The Insurer's obligations under any extension end when the applicable limit of indemnity has been exhausted.

Acquisitions

Under Sections 1, 2, 3 and 4 only, at the request of the Insured, the Insurer will indemnify against liability a subsidiary company acquired or formed by the Insured during the period of insurance.

This insurance applies to a newly acquired or formed organisation only if:

1. full underwriting information is provided to the Insurer within 60 days of acquisition or formation, or within such other period as may be agreed by the Insurer;
 2. the business of the subsidiary company is similar to the Insured's business; and
 3. the Insured accepts any additional terms and conditions determined by the Insurer and pays any additional premium required.
- Such cover shall be effective from the date of acquisition.

Fees and Expenses - Mitigation of Potential Claims Against the Insured

Under Section 4A only, to mitigate potential claims against the Insured by a customer, the Insurer may, at its discretion, make payment to the Insured with respect to fees and expenses invoiced to such customer but not collected by the Insured provided that:

1. such fees and expenses are with respect to the Insured's product having been supplied to, or the Insured's service having been rendered to, the customer;
2. during the period of insurance, the customer has refused to pay such fees and expenses; and
3. the basis of the customer's refusal to pay is expressed by the customer to be a direct consequence of financial injury.

This extension will only apply if:

1. a request for payment under this extension is first made by the Insured and notified to the Insurer during the period of insurance.
2. the Insured can show to the Insurer's satisfaction that:
 - a) it has taken reasonable steps to collect such fees and expenses;
 - b) taking further steps to collect such fees and expenses would be likely to provoke a claim against the Insured; and
 - c) the likelihood of a claim being brought is reduced by desisting in efforts to collect such fees and expenses.
3. such claim would be covered under Section 4A of this Policy.
4. the Insured takes all necessary steps to prevent loss and follows all instructions issued by the Insurer and provides the Insurer with all relevant documents including contracts, correspondence, records, invoices and any other information.
5. the Insured consents to the interviewing of relevant employees by the Insurer.

Special Provisions – Fees and Expenses

1. If a payment is made by the Insurer under this extension and a claim relating to substantially the same supply of the Insured's product or rendering of the Insured's service is subsequently made against the Insured, then any amounts paid under this extension will be deemed to have been paid on account of such claim.

2. Following any payment by the Insurer under this extension, the Insured shall take no further steps to collect any sums with respect to substantially the same supply of the Insured's product or rendering of the Insured's service. If the Insured, in breach of this condition, takes any such further steps and a claim is brought against the Insured, then there shall be no cover under any part of this Policy with respect to any such claim.
3. The Insurer shall not be liable to make payment with respect to any element of profit included in fees and expenses invoiced or any Value Added Tax.
4. Payment by the Insurer under this extension, in itself, does not constitute an admission or assumption of liability or a conclusion that the Insured's product or the Insured's service failed or is defective, deficient or inadequate.

Limit and deductible – Fees and Expenses

This extension is subject to the limit of indemnity applicable to Section 4A of this Policy. Any sums paid under this extension will:

1. reduce the amount of that limit available for any other payment; and
2. be deemed to be damages.

The amount of the deductible payable under this extension shall in no case be less than:

1. the amount of the deductible applicable under Section 4A of this Policy; or
 2. 10% of the fees and expenses invoiced;
- whichever is the greater.

Incidental Healthcare Services

Under Sections 2 and 3 only, the Insurer will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of injury or damage resulting from:

1. a defect, deficiency, inadequacy or dangerous condition in the Insured's product to which this insurance applies;
2. instructions or warnings provided by the Insured, whilst in an operating theatre, in connection with the Insured's product;
3. a specific clinical trial hazard; or
4. cardiopulmonary resuscitation or other first aid services.

Indemnity to Others / Additional Insureds

1. With respect to Sections 2 and 3 only (as applicable), at the request of the Insured, the Insurer will indemnify against liability persons or organisations that the Insured is obligated (pursuant to a written contract or agreement) to provide with such insurance as is afforded by this insurance, including:
 - a) authorised representatives of the Insured (whilst acting as such) in accordance with the Regulation (EU) 2017/745 of the European Parliament And of the Council of 5 April 2017 on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC).
 - b) clinical investigators.
 - c) contract manufacturers.
 - d) contract research organisations.
 - e) data safety monitoring boards and their individual members.
 - f) ethics committees and their individual members.
 - g) clinical trial contractors.
 - h) life science product sales contractors.
 - i) life science product service contractors.
 - j) legal representatives of the Insured (whilst acting as such) in accordance with the Regulation (EU) No 536/2014 of the European Parliament and of the Council of 16 April 2014 on clinical trials on medicinal products for human use, and repealing Directive 2001/20/EC.
 - k) qualified, responsible or authorised person of the Insured (whilst acting as such) in accordance with the European Union Directive 2001/83/EC.
 - l) principals for whom the Insured carries out work.
 - m) vendors.
2. However, this extension does not apply to any:
 - a) person or organisation that is more specifically identified under any other Indemnity to Others / Additional Insureds provision (regardless of any limitation applicable thereto).
 - b) representation or warranty unauthorised by the Insured.
 - c) failure to make adjustments, inspections, services or tests that the person or organisation has agreed to make or normally undertakes to make in the usual course of business in connection with the Insured's product or the Insured's service.
 - d) chemical or physical change in the Insured's product made intentionally by the person or organisation.
 - e) demonstration, installation, repair or servicing operations, except such operations performed at the person's or organisation's premises in connection with the Insured's product or the Insured's service.
 - f) of the Insured's products that, after distribution or sale by the Insured, have been labelled or relabelled or used as a container, ingredient or part of any other substance or thing by or for the person or organisation.
 - g) repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
 - h) rendering of or failure to render any professional service or advice, whether or not such service or advice is ordinary to the person's or organisation's profession and whether or not a claim or proceedings are brought by any client or any other person or organisation.
3. The limitations described in subparagraphs 2.d., 2.e., 2.f. and 2.g. above do not apply to the extent that the Insured has agreed in a written contract or agreement that such person or organisation will perform such operations for the Insured.
4. With respect to the rendering of or failure to render a healthcare service only, the limitation described in subparagraph 2.h. above does not apply to bodily injury caused by:

- a) a defect, deficiency, inadequacy or dangerous condition in the Insured's product to which this insurance applies;
- b) a specific human clinical trial hazard; or
- c) cardiopulmonary resuscitation or other first aid services.

Special Provisions – Indemnity to Others / Additional Insureds

The following provisions apply to all persons and organisations that are identified under this Indemnity to Others / Additional Insureds extension.

1. The Insurer will indemnify persons or organisations identified under this extension, but only if the Insured is obligated pursuant to a written contract or agreement to provide them with such insurance as is afforded by this insurance.
2. However, such a person or organisation:
 - a) will be indemnified only:
 - i) to the extent required by such contract or agreement;
 - ii) for such activities that happen after the execution of the contract or agreement; and
 - iii) with respect to their liability for damages, loss, cost or expense, for injury or damage to which this insurance applies.
 - b) shall observe, fulfil and be subject to the terms and conditions of this insurance.
3. Notwithstanding paragraph 1. above, no such person or organisation will be indemnified with respect to any assumption of liability or obligations (of another person or organisation) by them in a contract or agreement, unless such liability for damages, loss, cost or expense, to which this insurance applies, would exist in the absence of such contract or agreement.

Regulatory Inquiries

Under Sections 3 and 4A only, the Insurer will indemnify the Insured for legal costs, expenses and fees incurred with the Insurer's prior written consent (but only in connection with injury or damage to which Sections 3 or 4A apply) for representation of the Insured at a formal administrative or formal regulatory inquiry by a governmental, regulatory, self-regulatory, professional, statutory or other official body or institution that is empowered by law to investigate the affairs of the Insured.

Limit – Regulatory Inquiries

The liability of the Insurer with respect to this extension shall not exceed the Regulatory Inquiries Sub Limit stated in the Schedule.

Loss of Data or Documents

Under Section 4A only, the Insurer will indemnify the Insured for costs and expenses the Insured becomes legally liable to pay in respect of loss of or damage to data or documents owned by others including software, data or other information in electronic form:

1. whilst in the custody of the Insured or other persons or organisations to whom the Insured has entrusted such data or documents; and
2. which is caused by an act or omission to which Section 4A applies.

Provided that:

1. the Insurer will not be liable in respect of any:
 - a) loss of or damage to data or documents happening outside the European Union.
 - b) claims arising from wear or tear, gradual deterioration, moths or vermin.
 - c) damages, loss, cost or expense arising out of any dispute as to ownership of or title to any data or documents (including any data that is stored in electronic form).
2. any claim must be supported by bills and accounts which will be approved by a competent person to be nominated by the Insurer.
3. documents shall not include money.

Limit and deductible – Loss of Data or Documents

The liability of the Insurer with respect to this extension shall not exceed PLN 50,000 (or its equivalent in the local currency) in the aggregate and shall not erode the limit of indemnity stated in the Schedule for Section 4A. The applicable deductible amount for this extension will be PLN 4,000 (or its equivalent in the local currency) each and every claim.

§ 8 LIMIT OF INDEMNITY

1. The limit of indemnity stipulated in the insurance contract shall be the Insurer's maximum limit of liability.
2. Unless the insurance contract provides otherwise, the limit of indemnity shall be determined for one claim and in the aggregate arising during the period of insurance, for all losses combined.
3. If more than one Section of this Policy would otherwise apply to the same claim or product recall defect or claim or series of claims or product recall defects or claims consequent on or attributable to the same or substantially the same occurrence, then the aggregate maximum limit of indemnity under all Sections shall not exceed the highest applicable limit of indemnity under any one Section. This provision does not apply to Section 1 Employers' Liability. The limits of indemnity apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the period of insurance shown in the Schedule, unless the period of insurance is extended after issuance for an additional period. In that case, the additional period will be deemed to form part of the last preceding period for purposes of determining the limits of indemnity.

4. In consultation with the Policyholder, the insurance contract may specify individual limits within the limit of indemnity, i.e. for one claim and in the aggregate arising during the period of insurance, depending on the insurance coverage as set forth in the insurance contract.
5. During the period of insurance, the aggregated limit of indemnity shall be decreased each time indemnity is paid until such limit is exhausted in whole. The Insurer's obligations end when the applicable limit of indemnity has been exhausted.
6. The principle referred to in section 5 shall apply, respectively, to the limits referred to in section 4 while the payment of the damages or another payment under the individual indemnity limit within the limit of indemnity shall be conducive to a reduction of the indemnity.
7. Furthermore, within the limit of indemnity, the Insurer also agrees to:
 - 1) cover any reasonable costs related to the remuneration of experts called in by the Insurer or with the Insurer's consent to determine circumstances of the event giving rise to the Policyholder's liability for losses,
 - 2) cover any legal defence costs incurred with the consent of the Insurer,
 - 3) cover any costs of defence if, as a result of the event giving rise to the Policyholder's liability under this policy, any penal proceedings are instituted against the Policyholder, as a loss perpetrator, and the Insurer agreed to cover such costs.
8. With the Insurer's consent, the Policyholder may supplement the limit of indemnity subject to the payment of the additional premium

§ 9 DEDUCTIBLE

1. This insurance applies to amounts that exceed applicable deductible, and ultimately the Insured is responsible for amounts within the deductible, regardless of whether or not the Insurer pays or incurs amounts within the deductible.
2. The indemnity due shall be reduced by the Insurer by an amount of deductible set forth in the Schedule or another insurance document. If the amount of indemnity due does not exceed the deductible as agreed, the Insurer shall not have an obligation to pay any indemnity.
3. Deductible apply to amounts as they are first paid or incurred.
4. If the Insurer pays or incurs amounts for deductible, then the Insured must reimburse the Insurer within 60 days of the Insurer's request for such amounts.
5. The applicable deductible amount for each Section is shown in the Schedule. Each deductible shown in the Schedule applies separately from and in addition to any other deductible shown in the Schedule.
6. If the applicable deductible is indicated to apply on the basis of:
 - a) each product recall defect - then the amount of the deductible applies separately to product recall defect.
 - b) each claim - then the amount of the deductible applies separately to each claim made by each person or organisation making a claim in respect of each separate act or occurrence.
7. Deductible amounts include all damages, costs, expenses and other sums to which this insurance would apply.
8. Deductible amounts apply separately to each consecutive annual period of insurance and to any remaining period of less than 12 months, starting with the beginning of the period of insurance shown in the Schedule. Deductible amounts will not be less than the applicable amounts shown in the Schedule, regardless of whether this insurance is:
 - a) issued for a period of less than 12 months; or
 - b) cancelled for any reason before the end of the period of insurance.
9. The terms and conditions of this insurance including the Claims Conditions, continue to apply, regardless of the application of any deductible.

§ 10 INSURANCE PREMIUM

1. The insurance premium shall be determined on the date of the insurance contract or on the day when the next period of the Insurer's liability commences, on the basis of the risk assessment conducted by the Insurer and such premium shall depend on:
 - 1) the limit of indemnity,
 - 2) turnover generated in the 12 (twelve) months preceding the date of insurance contract,
 - 3) period of insurance,
 - 4) type of activity,
 - 5) scope of insurance (subject of insurance, territorial scope),
 - 6) individual risk assessment.
2. The amount of the premium in virtue of the insurance coverage extended by the Insurer as well as the premium payment date are specified in the policy or another document confirming the execution of the insurance contract. In the event the payment date is not specified, the premium or its first instalment must be paid in full within 14 (fourteen) days from the date of executing the insurance agreement.
3. The premium may be paid in instalments if the Policyholder so requests. The amount of instalments and payment periods shall be specified in the insurance contract.

4. If the payment of the premium or its instalment is effected by bank transfer the payment date shall be deemed the date the order for the transfer is placed, provided that the balance of the account is sufficient for the clearance of the transfer.
5. In the event circumstances which may result in a significant change of the probability of an event, either party may demand that the premium be modified applicably, starting on the date when such circumstances arose, however, not earlier than from the beginning of the period of insurance. In the event such demand is made the other party shall be entitled to terminate the insurance contract with immediate effect within 14 days from the date of receipt of such notice.
6. The premium shall not be subject to indexation.

§ 11 DUTIES OF THE INSURED

1. In the case of an event that may cause the claim from a third party, the Insured shall:
 - 1) take measures, as far as possible, in order to reduce the loss or prevent the loss from increasing, draw up a report specifying circumstances of the event causing such loss, and try to find witnesses and indicate the perpetrator,
 - 2) notify the Insurer forthwith, however, not later than within 5 (five) days from becoming aware of the event which may give rise to claim under liability and shall follow the Insurer's instructions,
 - 3) notify the Insurer forthwith, however, not later than within 5 (five) days, of any indemnity claims submitted to the Policyholder and attach any necessary documents concerning the circumstances of the event and the Policyholder's statement regarding its liability for the loss,
 - 4) at the Insurer's request, provide the Insurer with any explanations, furnish any evidence required to determine the circumstances of the event and enable the Insurer to conduct any explanatory proceedings,
 - 5) notify the Insurer forthwith, however, not later than within 5 (five) days if any penal, administrative or other proceedings were instituted against the Insured or any person the Insured is liable for or if the claimant goes to court with this claim,
 - 6) shall provide the Insurer with the judgment of court concerning the case connected with the event resulting in the Insurer's liability, within the period that enables the Insurer to decide whether or not to use a means of appeal.
2. If, during the period of insurance or within the timeframe set out in the applicable Section, the Insured becomes aware of a circumstance which may result in a claim and during the period of insurance or within the timeframe set out in the applicable Section gives the Insurer written notice thereof, then subsequent claims notified in accordance with par. 1. will be deemed to be claims made during the period of insurance.

Written notice of such circumstance shall contain:

 - 1) particulars sufficient to identify the Insured;
 - 2) all available information concerning the circumstance, including how, when and where it happened; and
 - 3) all available names and addresses of any party that has suffered injury, loss or damage and of all available witnesses.
3. Further to all of the Claims Conditions, the following provisions also apply to Section 5.
 - 1) The Insured must see to it that the Insurer and any other insurers are notified in writing as soon as practicable (and in strict conformance with all of the timeframes set forth in this Policy) upon discovery by the Insured or upon notification by any governmental or regulatory authority of any product recall defect that may make it necessary to regain control over any good or product to which this insurance applies.
 - 2) Within 60 days after the Insured's report to the Insurer of a product recall defect in accordance with subparagraph 1. above, the Insured must see to it that the Insurer receives a written statement containing the following information:
 - a) copy of any notification from a governmental or regulatory authority directing that control be regained over any goods or products.
 - b) documentation that supports the Insured's decision to regain control over any goods or products.
 - c) a complete description and proof of such product recall defect including its cause.
 - d) a listing that identifies the applicable goods or products, including any batch or lot numbers, serial numbers and dates of manufacture and sale.
 - e) an itemised estimate of amounts claimed.
 - 3) As often as the Insurer may reasonably require, the Insured must permit the Insurer to:
 - a) inspect and make copies of records that support all amounts claimed.
 - b) examine any person, outside the presence of any other person and at such times as may be reasonably required, about any matter relating to this insurance, including any Insured's books and records. Answers of the persons examined must be signed by such persons.
 - 4) The Insured must, at its own cost, immediately make every reasonable effort to stop any delivery of any:
 - a) good, product or other property that is known or suspected to have a product recall defect; and
 - b) kindred goods, products or other property until it is determined that such goods, products or other property do not have product recall defects.

- 5) The Insured must not, except at its own cost, make any payment, assume any obligation or incur any cost or expense without the Insurer's prior written consent.
 - 6) Subject to the foregoing, notification must be in writing and addressed to the Insurer's Claim Department.
4. Without the Insurer's prior written approval, the Policyholder shall not be authorized to satisfy the claimant or allow the claim.
 5. In the event of intentional non-performance or gross negligence of any of the duties referred to in section 1-4 above committed by the Policyholder or a person he is liable for, and in particular an employee, representatives or subcontractor, the Insurer may refuse to pay indemnity in total or in part if the non-performance of duties caused the increase of the size of loss, affected the determination of circumstances of its occurrence or the computation of the indemnity. If the Policyholder is a natural person, the provisions referred to in the preceding sentence, shall also concern the non-performance of obligations by persons with whom the Policyholder is in the same household.
 6. Reporting an adverse event to a governmental or regulatory authority, in itself, does not constitute:
 - 1) a conclusion that the Insured's product or the Insured's service caused or contributed to such event;
 - 2) an admission or assumption of liability;
 - 3) knowledge of bodily injury or a circumstance as described in the exclusion entitled Prior Known or Notified Loss Circumstances; or
 - 4) a conclusion that injury or damage was caused intentionally, including the loss expected or intended.
 7. The Insurer is entitled (but not obliged), at its discretion, to:
 - 1) take over and conduct (including in the name of the Insured) the investigation of, defence against (including appeals) or settlement of any claim; and
 - 2) prosecute for its own benefit any claim for indemnity, damages or otherwise.
 The Insurer, at its discretion, may at any time pay:
 - 1) the applicable limit of indemnity (after deduction of any sums already paid); or
 - 2) any amount for which any claim can be settled;
 and may then relinquish any conduct or control of any claim, and shall be under no further liability in respect thereof. The Insurer, at its discretion, may adjust and coordinate any claim, proceedings or other situation with the Insured. However, the Insured is ultimately responsible for the proper apportionment of any payment made under this insurance.

§ 12 INSURER'S DUTIES

1. The Insurer shall:
 - 1) after it receives the notification of an insured fortuitous event, within 7 (seven) days of receipt of such notification notify the Policyholder and the Insured thereof and conduct proceedings to determine the facts of such event, grounds of any claims submitted and indemnity amount, as well as notify the Policyholder or the entitled third party in writing or by e-mail which documents are required to determine the indemnity,
 - 2) notify the party reporting the claim, in writing, of reasons why such claim may not be satisfied in whole or in part and to pay the indisputable part of indemnity if the Insurer does not pay an indemnity within the time limits specified in § 13 sections 2 and 3,
 - 3) if it refuses to pay the indemnity or if the indemnity is paid in a different amount than the one specified in the claim submitted, to notify thereof the party submitting the claim, in writing, within the time limits set forth in § 13 sections 2 and 3, specifying any circumstances and the legal basis that provides grounds for the rejection to pay indemnity in whole or in part. Such information should contain a note specifying that it is possible to pursue the claims in court,
 - 4) provide parties referred to in section 1 with access to information and documents which contributed to the determination of the Insurer's liability and amount of indemnity. Such parties shall be entitled to access any claims documentation and to prepare certified copies or Xerox copies of such documentation at their own expense,
 - 5) at the request of the Policyholder, the Insured or the Person Entitled under the insurance contract for his or her benefit, provide access to any information the Insurer has in connection with the accident or the event which is the basis to determine the Insurer's liability and the amount of indemnity.

§ 13 INDEMNITY

1. The Insurer shall pay the indemnity on the basis of claim acceptance, settlement or final and binding court judgment.
2. The Insurer shall pay the indemnity within 30 (thirty) days from the receipt of a notification of the claim.
3. If it is impossible to clarify the circumstances required to determine the liability or amount of indemnity within the time limit set forth in section 2, the indemnity should be paid within 14 (fourteen) days from the date when such circumstances are clarified; however, any indisputable part of the indemnity should be paid by the Insurer within the time limit set forth in section 2.
4. The Policyholder shall be entitled to file a written complaint on the performance of the insurance contract by the Insurer; the addressee of the complaint shall be the person managing the organizational unit to whom the complaint pertains. The Insurer shall respond to the complaint within 30 days from the date of receipt thereof.
5. With respect to any decision to refuse the complaint by the Insurer, the Policyholder shall be entitled to appeal from the decision to a common court specified in § 18.
6. Any payment under this Policy, in itself, does not constitute an admission of liability or a conclusion that the Insured's product or the Insured's service failed or is defective, deficient, inadequate or dangerous.

§ 14 WAIVER OF POLICY'S RIGHTS SUBROGATION

1. If in connection with the loss the Insurer paid due indemnity, the Policyholder is entitled to claim compensation from the third party liable for such loss, upon the payment of indemnity such claim shall pass to the Insurer up to the amount of indemnity. If the Insurer covered only a part of loss, the Policyholder shall take precedence over the Insurer to satisfy its claims with respect to the remainder part of the claim.
2. The following Policyholder's claims shall not pass to the Insurer:
 - 1) against natural persons performing work for the benefit of the Policyholder or employed by the same under civil law contracts who do not carry on a business,
 - 2) persons with whom the Policyholder is in the same household, unless the perpetrator caused the loss intentionally
3. If the Policyholder does not agree to the Insurer's reasonable proposal to enter into the settlement with the Injured Party or to satisfy the Injured Party's claims, the Insurer shall not be liable for any additional costs resulting from the Policyholder's disagreement to such proposal. At the Insurer's request, the Policyholder shall provide assistance when the Insurer pursues claims from any third party and shall furnish any information or documents required to pursue such claims.
4. The Insurer will waive the right of recovery that the Insurer would otherwise have had against another person or organisation for loss, to which this insurance applies, provided the Insured has waived its rights of recovery against such person or organisation in a written contract or agreement that is executed before such loss.

§ 15 CHANGE OF ADDRESS

The Policyholder shall notify the Insurer of any changes of its registered office and address. If the Policyholder changes its place of residence or registered office and fails to notify the Insurer thereof, any correspondence sent to the address of the Policyholder's last known registered office shall have legal effects from the moment it would have been delivered, had the Policyholder not changed its registered office.

§ 16 COMPLAINTS HANDLING PROCEDURE

Regardless of the high standards of services provided by Insurer, fulfilling the obligation specified in the Act of 5 August 2015 on handling complaints by financial market entities and on the Financial Ombudsman and Financial Education Fund, we inform about the current complaint procedure.

1. If an entity seeking an insurance cover, the Policyholder, the Insured, a beneficiary, a person or entity entitled under insurance agreement or an heir who has a legitimate interest in assessing insurer's liability or payment of benefits under the policy would like to submit a complaint, can make this:

- a) in writing - at the registered office of Insurer at 18 Królewska Street, 00-103 Warsaw or at any other customer service unit - in person or by post in the meaning of the Postal Law Act or to an electronic delivery address Insurer within the meaning of the Electronic Delivery Act (as of the date of entry of such address in the electronic delivery address database),
 - b) orally - in person at the registered office of Insurer or another customer service unit, or by telephone at 801 800 028,
 - c) electronically - by sending a complaint to the following address: poland.office@chubb.com or szkody@chubb.com.
2. A response to the complaint is provided in writing, without undue delay, but no later than within 30 days of receipt of the complaint. If the party submitting the complaint would like to receive an answer by e-mail, he/she should include such a request in the complaint and indicate the e-mail address to which the answer should be sent.
 3. In particularly complex cases, in which it is impossible to handle the complaint and provide the response by the abovementioned time limit, the time limit for answering to complaint may be extended to a maximum of 60 days from the date of receipt of the claim. The Insurer informs the person or entity that lodged the complaint of the extension of the time limit and explains the reason for the delay, indicates the circumstances that need to be established in order to consider the case and specifies the expected time limit for considering the complaint and providing an answer, not exceeding 60 days from the date of receipt of the complaint.
 4. The Policyholder, the Insured, a beneficiary, a person entitled under an insurance contract, an heir who has a legitimate interest in assessing insurer's liability or payment of benefits under the policy, who is a natural person have the right to request the Financial Ombudsman to consider the case. Consumers also have the right to request the assistance of municipal and district consumer ombudsman.
 5. The authorised entity within the meaning of the Act on out-of-court handling of consumer disputes, competent to handle disputes between Insurer and consumers is the Financial Ombudsman (www.rf.gov.pl).
 6. The Policyholder, the Insured and any other entity entitled under the insurance contract have the right to take legal action to enforce their claims.

§ 17 SANCTION CLAUSE

The insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision such cover, payment of such claim or provision of such benefit would expose the insurer to any sanctions, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or national law.

§ 18 JURISDICTION

1. The Policy shall be governed by Polish law.
2. The Insurer, each Insured and each Company submit to the exclusive jurisdiction of the courts of the Republic of Poland in relation to any disputes arising out of the Policy, the negotiations preceding its execution, its validity and enforceability.
3. Within the jurisdiction of Polish courts provided for above the action for claims under the insurance contract may be brought either pursuant to the legal general provisions on jurisdictions or before a court having jurisdiction over the residence address or company's seat of the Company, the Insured or other person entitled under the insurance contract.

These General Terms and Conditions come in force 1ST of January 2020 and apply to insurance agreements signed and dated after this date.

§ 19 PRIVACY POLICY

We use personal information which you supply to us or, where applicable, to your insurance broker in order to write and administer this policy, including any claims arising from it. This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting. We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: www.chubb.com/uk-en/footer/privacy-policy.html

APPENDIX NO. 1 TO THE GENERAL TERMS AND CONDITIONS OF INSURANCE - CLAUSES EXTENDING INSURANCE COVERAGE UNDER SECTION 2

CLAUSE 1 LOSSES CAUSED TO THIRD PARTIES BY POLICYHOLDER'S SUBCONTRACTORS EXTENSION

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to cover third-party liability of the Policyholder for bodily injury and property damage caused to third parties by the Policyholder's subcontractors.
2. Unless the insurance contract provides for otherwise, the Insurer retains the rights to subrogation from the subcontractor liable for the loss.

CLAUSE 2 LOSSES ARISING FROM THE OPERATION OF EXPLOSIVES EXTENSION

Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to include third-party liability of the Policyholder for any bodily injury and property damage occurred due to the operation of any explosives used during construction and/or assembly works.

CLAUSE 3 VEHICLES NOT SUBJECTED TO COMPULSORY THIRD-PARTY LIABILITY INSURANCE EXTENSION

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to include third-party liability of the Policyholder for losses occurred in connection with the possession, use or operation of any motor vehicle not subject to the compulsory third-party liability or in connection with the possession, use or operation of any mobile (self-propelled) agricultural or construction machinery.
2. The insurance coverage afforded hereunder shall not extend to cover any loss excluded under § 4 of the General Terms and Conditions of third-party liability insurance and furthermore the following losses:
 - 1) by any person after the use of alcohol, intoxicated, under the influence of drugs or any other substance of similar nature,
 - 2) losses sustained by the load, luggage or freight transported.

CLAUSE 4 TENANT'S LIABILITY EXTENSION

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to include third-party liability of the Policyholder for any damage to any property used by the Policyholder on the basis of or any rent, tenancy, lease or usufruct contract or any other contract of similar nature.
2. The insurance coverage afforded hereunder shall not extend to cover any losses excluded under § 4 of the General Terms and Conditions of third-party liability insurance and furthermore the following losses:
 - 1) sustained by bicycles, mechanical vehicles their fittings and object left inside them, other movable property unless such property forms contents of the real property used by the Policyholder,
 - 2) arising from construction or adaptation works.

CLAUSE 5 PROPERTY HELD IN CARE, CUSTODY, CONTROL OF THE POLICYHOLDER EXTENSION

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to include third-party liability of the Policyholder for any damage to third party property or property belonging to employees in Policyholder's care, custody or control consisting in damage, destruction of such property.
2. The insurance coverage afforded hereunder shall not extend to cover any losses excluded under § 4 of the General Terms and Conditions of third-party liability insurance and furthermore the following losses:
 - 1) any loss or damage to any property used by the Policyholder on the basis of any rent, tenancy, lease or usufruct contract or any other contract of similar nature not specified herein
 - 2) any loss or damage to any property received by the Policyholder for the processing, repair, transportation, testing, manufacture or any other similar service,
 - 3) sustained by bicycles, mechanical vehicles their fittings and object left inside them,
 - 4) any damage caused by loss, change, defects in stock, arising in connection with attestation of untruth, deceit, extortion, blackmail, embezzlement, destroy, removal, concealment, forgery of a documents or identification signs.
3. Should any property be missing or stolen, the Policyholder shall be obliged immediately, not however later than within 48 hours from the occurrence, to notify the police – otherwise the indemnity may be limited or refused.

CLAUSE 6 MOTOR VEHICLES HELD IN CARE, CUSTODY, CONTROL OF THE POLICYHOLDER ON A SECURED PARKING LOT EXTENSION

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to include third-party liability of the Policyholder for any property damage to any motor vehicles under the Policyholder's care, custody or control consisting in damage, destruction or loss of such vehicles provided that these mechanical vehicles are on a secured parking lot and the Policyholder is keeping records of the vehicles accepted into custody and those released therefrom.
2. The insurance coverage afforded hereunder shall not extend to cover any losses excluded under § 4 of the General Terms and Conditions of third-party liability insurance and furthermore the following losses:
 - 1) any loss or damage to any property used by the Policyholder on the basis of any rent, tenancy, lease or usufruct contract or any other contract of similar nature not specified herein
 - 2) any loss or damage to any property received by the Policyholder for processing, repair, transportation, testing, manufacture or any other similar service,
 - 3) any damage caused by loss, change, defects in stock, arising in connection with attestation of an untruth, deceit, extortion, blackmail, embezzlement, destroy, removal, concealment, forgery of a documents or identification signs.
3. Should any motor vehicles be missing or stolen, the Policyholder shall be obliged immediately, not however later than within 48 hours from the occurrence, to notify the police – otherwise the indemnity may be limited or refused.

CLAUSE 7 PROPERTY ENTRUSTED FOR PROCESSING, REPAIR OR SIMILAR ACTIVITIES EXTENSION

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of the third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to include third-party liability of the Policyholder for any property damage to any property received for processing, repair, or any other similar operations within the scope of services rendered by the Policyholder occurred during the period from the receipt of such property through the release of the same by the Policyholder.
2. The insurance coverage afforded hereunder shall not extend to cover any losses excluded under § 4 of the General Terms and Conditions of third-party liability insurance and furthermore the following losses:

- 1) any loss or damage to any property used by the Policyholder on the basis of any rent, tenancy, lease or usufruct contract or any other contract of similar nature not specified herein,
- 2) loss of property not resultant from destruction or damage of such property,
- 3) caused as a result of test drives,
- 4) caused after the release of the property.

CLAUSE 8 SUDDEN AND ACCIDENTAL POLLUTION EXTENSION

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to include third-party liability of the Policyholder for any bodily injury or property damage arising out of the emission, spreading, release or escape of smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into soil or onto the surface of earth or to any stream, river, canal or water reservoir, solely the following conditions have been met:
 - 1) the cause of emission, spreading, release or escape must be neither expected or intended by the Policyholder; the cause must be sudden and accidental, unexpected and independent of the Policyholder's will,
 - 2) the beginning of the discharge, dispersal, release or escape must take place during the period of insurance,
 - 3) emission, spreading, release or escape must be physically evident to the Policyholder or other parties within 72 hours of the beginning of the emission, spreading, release or escape of the substance,
 - 4) the initial bodily injury or property damage caused by the emission, spreading, release or escape must ensue within 72 hours from the beginning of the emission, spreading, release or escape of the substance.
 - 5) the Insurer is liable for losses disclosed not later than within 72 hours beginning from the process of emission, spreading, release or escape of the substance.
2. All claims made against the Policyholder under this clause must be reported to the Insurer as soon as practicable but not later than 30 days after the commencement of the emission, spreading, release or escape of the substance.
3. The term "release" as used in this Clause includes, but is not limited to any of the following: spilling, leaking, pumping out, pouring out, emission, emptying, forcing in, disposal or removal.

CLAUSE 9 FAILURE TO SUPPLY ENERGY OR THE SUPPLY OF ENERGY OF INADEQUATE PARAMETERS EXTENSION

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to include third-party liability of the Policyholder for bodily injury or property damage due to the Policyholder's failure to supply energy or the supply of energy of inadequate parameters.
2. The insurance coverage afforded hereunder shall not extend to cover any losses excluded under § 4 of the General Terms and Conditions of third-party liability insurance and furthermore the following losses:
 - 1) arising from gross negligence,
 - 2) arising from overrunning a deadline for delivery or its costs,
 - 3) arising from usage of energy contrary to the purpose.

CLAUSE 10 EVENTS EXTENSION

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of third-party liability insurance remaining unaltered, the insurance coverage under Section 2 shall be extended to include third-party liability of the Policyholder for any loss caused during staging any show or event, excluding mass participation events within the meaning of the Law of 20 March 2009 on the public events security measures.
2. The insurance coverage afforded hereunder shall not extend to cover any losses excluded under § 4 of the General Terms and Conditions of third-party liability insurance and furthermore the following losses:

- 1) caused by any person of the security or control staff,
- 2) caused to any performer taking part in such show or event,
- 3) sustained by any contestants and referees taking part in the event,
- 4) occurred as a result of a fireworks show,
- 5) sustained by the employees of the Policyholder,
- 6) caused by persons performing additional activities during the event as service providers or personnel,
- 7) caused to motor vehicles, things left in vehicles, and electronic, photographic and filming equipment.

APPENDIX NO. 2 TO THE GENERAL TERMS AND CONDITIONS OF INSURANCE - CLAUSE EXTENDING INSURANCE COVERAGE UNDER ALL SECTIONS

CLAUSE 11 LOSSES OCCURRED IN THE TERRITORY OF THE UNITED STATES AND CANADA

1. Under this Clause, always subject to any other exclusion as specified in § 4 of the General Terms and Conditions of the third-party liability insurance remaining unaltered, the insurance coverage shall be extended to include third-party liability of the Policyholder for bodily injury or property damage occurred in the territory of the United States of America and Canada.
2. The insurance coverage afforded hereunder shall not extend to cover any losses excluded under § 4 of the General Terms and Conditions of third-party liability insurance and furthermore the following losses:
 - 1) losses caused to the environment by air, water or land contamination and in the stand of forests and parks,
 - 2) punitive and exemplary damages.
3. Any court fees and legal defence costs shall be included within the agreed indemnity up to the limit of indemnity rather than as an additional element of indemnity.

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About Chubb

Chubb is the world's largest publicly traded company specialising in property and personal insurance.

Chubb is active in 54 countries, where it offers property insurance, insurance for individuals and for companies, as well as accident insurance, supplementary health insurance, reinsurance, and life insurance.

The company provides its services to a greatly diversified group of customers. The company is distinguished by its wide range of products and services, a significant potential in terms of distribution, an exemplary financial health, the highest quality of insurance cover, large experience in the field of claim settlement, and a global network of local branches.

Insurance companies operating within the Chubb Group provide its services both to large international corporations as well as small and medium-sized enterprises, offering them a wide range of property and personal insurance. Chubb customers are also well-to-do, wealthy individuals seeking insurance cover for their high-value assets, as well as individuals using life insurance, accident insurance, and additional health insurance. These are also property owners, users of motor insurance and other types of specialist coverage. In addition, these are companies and groups of persons providing to or offering their employees health and accident insurance, as well as insurers seeking to reduce their inherent operating risks through reinsurance.

The Group has assets of approx. USD 160 bn, and the estimated value of gross written premiums is USD 37 bn. Therefore, principal insurance companies of the Group can boast very high ratings for their financial condition (AA rating assigned by the Standard & Poor's and A ++ assigned by A.M. Best). Chubb parent company is listed on the New York Stock Exchange (NYSE: CB) and is included in the S&P 500 Index.

Chubb European Group SE European Company Branch in Poland, whose registered office is in Warsaw, address: ul. Królewska 16 00-103 Warsaw, registered in the Register of Entrepreneurs kept by the District Court for the City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under the company number KRS 0000233686, Taxpayer Identification Number (NIP) 1080001001, statistical number (REGON) 140121695. Chubb European Group SE is an insurance undertaking governed by the provisions of the French insurance code, registered in Commerce and Companies Registry (Registres du Commerce et des Sociétés – RCS) in Nanterre with registration number 450 327 374 and with the registered office in France, address: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.