

## Monthly policy endorsement

In return for **Your** agreement to pay the premium for this monthly Certificate in advance **We** have agreed to amend the terms of the Certificate as follows:

In this endorsement:

- words and expressions appearing in bold type shall bear the meanings given against the word or expression in the section of the Certificate headed 'Definitions' unless the word or expression is defined differently in this endorsement, in which case the definition given in this endorsement shall apply where the word or expression appears in both this endorsement and the Certificate.
- headings are for ease of reference only and shall not be taken into account in construing this endorsement.

## CLAIMS CONDITIONS

Claims condition 1 (Notification) shall be deleted and shall be replaced by the following:

### 1 **Notification**

**You** must notify **Us** in writing as soon as possible (or, in the case of a claim to be referred to an adjudicator, within 2 working days) if you receive, discover or become aware of

- 1.1 any claim made against **You**;
- 1.2 any indication that someone intends to make a claim against **You**; or
- 1.3 a **Circumstance**;

provided that **We** receive the notification before the end of the particular **Period of Insurance** in which **You** receive, discover or become aware of the claim or **Circumstance**.

If **You** give **Us** notice under paragraphs 1.2 and 1.3 above then any claim made subsequently and arising from the notification will be deemed to have been notified to **Us** during the **Period of Insurance**.

## GENERAL CONDITIONS

The following additional General Conditions shall apply:

### 1 **Cancellation**

**We** may cancel this Certificate

- 1.1 by giving **You** not less than 30 days' notice in writing to expire on the last day of a **Period of Insurance**; or

- 1.2 in the event that **You** fail to pay the premium in full when it is due, by giving **You** 14 days' notice on the expiry of which this Certificate will be deemed to have been cancelled unless **You** pay the full amount due before the expiry of that 14 day period.

For the avoidance of doubt **We** will indemnify **You**, subject to the terms and conditions of this Certificate, in respect of all claims notified or deemed to have been notified to **Us** prior to the effective date of cancellation.

## 2 **Disclosure warranty and duties**

- 2.1 **You** have warranted prior to the **First Inception Date** that the information contained in the **Proposal** is accurate and complete. **You** are deemed to have repeated that warranty immediately before each **Period of Insurance**.
- 2.2 **You** must tell **Us** immediately if **You** become or are made aware that any of the information contained in the **Proposal** is no longer accurate or complete or there has been a material change to any information contained in the **Proposal**. Without prejudice to the generality of that obligation **You** must also tell **Us** if
  - 2.2.1 **Your** total income for **Your** most recently completed financial year exceeds the amount specified by **Us**;
  - 2.2.2 there is a material change in **Your** main activity/ies;
  - 2.2.3 there is a change in **Your** management;
  - 2.2.4 there is a change in the persons constituting **Your** partners, members or directors;
  - 2.2.5 there is any change in **Your** ownership including by merger or acquisition;
  - 2.2.6 **You** acquire, in whole or in part, any business or practice previously carried on by a third party.

## 3 **Waiver of right to decline**

If **We** should be entitled to decline to accept a claim under this Certificate because **You** failed to notify a claim or **Circumstance** within the **Period of Insurance** in which the claim was first made or **You** first became aware of a **Circumstance** then **We** will not exercise that right to decline provided:

- 3.1 **You** can establish to **Our** satisfaction
  - 3.1.1 that such failure to notify was innocent and free of any fraudulent conduct or intent to deceive; and
  - 3.1.2 that the information contained in the **Proposal** is complete and accurate; and
- 3.2 **Your** failure to notify has not prejudiced **Our** ability to defend or settle the claim; and
- 3.3 this Certificate had not been cancelled (for whatever reason) before **You** gave **Us** notice of the claim or **Circumstance**.

## 4 **Variation of the terms of this Certificate**

**We** may amend the premium payable, the **Limit of Liability**, the **Excess** or any other terms and conditions of this Certificate should it be, in **Our** sole view, necessary or appropriate to do so by giving **You** not less than one calendar month's notice of any such changes. The changes shall come into effect on the first day of the next **Period of Insurance** following expiry of that notice unless **You** give **Us** not less than 14

days' notice, to expire on the last day of a **Period of Insurance**, terminating this Certificate in which case **We** shall have no further obligation to indemnify **You** except to the extent that **We** may be obliged to indemnify **You** in respect of claims or **Circumstances** notified to **Us** prior to the date of termination.

## DEFINITIONS

It is agreed that where the following words appear in bold type in this endorsement they shall have these meanings instead of the meanings given in the Certificate:

### **First**

**Inception Date** shall mean the first inception date specified in the **Schedule**

### **Insurance**

**Year** shall mean

- (a) the calendar year beginning on the **First Inception Date**; and
- (b) each successive period of a calendar year beginning on an anniversary of the **First Inception Date**

### **Limit of**

**Liability** shall have the meaning given in the Certificate except where any limit of **Our** liability to indemnify **You** is said to be "in the aggregate during the **Period of Insurance**" or "in the aggregate for all such claims during the **Period of Insurance**" in both of which cases the words "**Period of Insurance**" shall be deleted and shall be replaced by the words "**Insurance Year**"

### **Period of Insurance**

shall mean the calendar month beginning on the **First Inception Date** and each successive period of a calendar month in respect of which **You** have paid the premium by the due date provided that in relation to any **Period of Insurance** where the **First Inception Date** is later in the month than there are days in that particular calendar month then that **Period of Insurance** will end on the last day of that particular month

### **Proposal**

shall mean the proposal form (whether in electronic or paper form) completed by **You** and received by **Us** together with any other information provided by **You** before the **First Inception Date** together with, in relation to any **Period of Insurance** after the first such period, any other information provided by **You** to **Us** before the commencement of the relevant **Period of Insurance**

All other terms and conditions of this Certificate remain unaltered and in full force and effect.