

Financial Loss Extension

Endorsement applicable to Section B (Public Liability) and Section C (Products Liability) of the Certificate.

We will indemnify **You** for all sums that **You** become legally liable to pay as damages and **Costs and expenses** in respect of claims first made against **You** during the **Period of Insurance** arising out of financial loss sustained by any third party.

Additional Exclusions

We will not **Indemnify You** against **Your** legal liability:

1. for the repair reconditioning replacement making good or recall of any **Product** or for faulty or inadequate workmanship performed by **You** or by any subcontractor of **Yours**;
2. arising out of **Bodily Injury** or loss of or damage to **Property** or obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water;
3. that is assumed by **You** under contract or agreement unless liability would have attached in the absence of that contract or agreement;
4. arising out of the delay in the completion of any contract, liquidated damages, penalty clauses or performance warranties;
5. that is inevitable having regard to the circumstances and nature of the work undertaken or **Products** supplied;
6. arising out of or in connection with advice, design or specification given by **You** for a fee or professional services rendered by **You** or on **Your** behalf;
7. resulting from conspiracy, conversion, deceit, inducement of breach of contract, injurious falsehood or infringement of patent copyright trademark or trade name;
8. for claims which arise out of any circumstances notified to previous insurers or known to **You** prior to the commencement of the **Period of Insurance**;
9. a) arising out of financial loss sustained outside the **United Kingdom**, or
b) in respect of:
 - i) any judgement award or settlement made in any country or territory outside the **United Kingdom**, or
 - ii) any order made anywhere in the world to enforce such a judgement award payment or settlement either in whole or in part;
10. arising out of or in connection with any computer data processing equipment or media microchip integrated circuit or similar device or any computer software;
11. arising from or in connection with any financial loss that first occurred in whole or in part before the Retroactive Date;

12. arising out of or in connection with **Pollution**;
13. arising out of financial loss sustained by an **Employee**;
14. for the diminution of the value of any property;
15. for financial loss consequent upon and arising from **Your** financial default or insolvency;
16. arising out of or in connection with any delays strikes or labour disturbances;
17. any claim or **Circumstance** notified to **Us** or to Vericlim UK Ltd after the **Period of Insurance**.

Additional Conditions

1. **Our** liability under this Extension to pay damages and **Costs and expenses** shall not exceed the sum of GBP 500,000 in the aggregate during the **Period of Insurance**, which sum shall be included within and not in addition to the Limits of Indemnity stated in the **Schedule**;
2. The Retroactive Date in respect of this Extension is: dd/mm/yyyy.
3. **You** will contribute 10% or GBP 10,000 whichever the greater amount to each and every claim under this Extension;

Additional Claims Conditions

In addition to the conditions precedent set out in Claims and How to Make a Claim, **You** must give notice in writing to Vericlim UK Ltd as soon as reasonably practicable during the **Period of Insurance** of **Your** becoming aware of any **Circumstance**. Any claim which may subsequently be made against **You** arising out of the **Circumstance** of which notification has been given shall be deemed to be a claim arising during the **Period of Insurance**.

Additional Definition

Circumstance any circumstance, event or state of affairs which may reasonably be expected to give rise to a claim under this Extension