
NEWLINE GROUP

1 Fen Court
London
EC3M 5BN

GRP GROUP LTD COMBINED UK EMPLOYERS' LIABILITY AND PUBLIC / PRODUCTS LIABILITY INSURANCE

The **Underwriters** in consideration of the payment of the premium by the **Policyholder** and subject to all the terms, conditions, definitions, **Limits of Indemnity**, exclusions and any endorsements hereon will indemnify the **Insured** as provided herein.

Except where otherwise stated the **Underwriters** will also pay **Legal Costs** in addition to the **Limits of Indemnity**.



Date: 16th July 2024

Signed:
Authorised Signatory
For and on behalf of Newline Insurance Company Limited

Important Notice to the Policyholder

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, conditions, limitations, exclusions and any endorsement(s).
The insurance broker or other intermediary who arranged the Policy should be contacted immediately if any correction is necessary.
Your attention is particularly drawn to the notice that appears on page 19.

SCHEDULE

Policy No: **NID24085805A/B**

Underwriters: Newline Insurance Company Limited

Policyholder: **Viamed Ltd, Vandagraph Ltd, Vandagraph Sensor Technologies Ltd**

Address: St. Andrews Church Hall, 15 Station Road, Keighley, Yorkshire, BD2 7EH

Business: Manufacture, Supply, Maintenance, Repair and Installation of Medical Equipment & Automotive Oxygen Sensors for Use With Exhaust Emissions Testing Equipment and Oxygen Monitoring Sensors for Diving Equipment, and Property Owners

Broker: Sagar Insurances

Period of Insurance: From 09th July 2024) both days inclusive, local standard time
To 08th July 2025) at the address of the **Policyholder**

Section	Limits of Indemnity	Endorsement(s) Applicable
---------	---------------------	---------------------------

1. Employers' Liability	GBP 10,000,000 any one Occurrence, but sub-limited to GBP 5,000,000 any one Occurrence in respect of terrorism and/or asbestos and/or offshore and/or (a) any coronavirus disease (COVID-19); (b) any severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); (c) any mutant, derivative or variation of COVID-19 or SARS-CoV-2; (d) any fear or threat, whether actual or perceived, of (a), (b) or (c) above; (e) any action taken to control, prevent, suppress, mitigate or in any way relating to any of (a), (b) or (c) above.	6
--------------------------------	---	---

2. Public and Products Liability	GBP 5,000,000 any one Occurrence 1,2,3,4,5 & 6
---	--

PROVIDED THAT

The liability of the **Underwriters** shall not exceed GBP 5,000,000 in the aggregate for the **Period of Insurance** in respect of liability arising from **Products**

The **Limits of Indemnity** are inclusive of the **Deductible**

First Premium: **GBP 21,000.00** (Minimum and Deposit) adjustable in accordance with General Condition (2) plus 12% Insurance Premium Tax. Split as follows:

Section 1: GBP 2,000.00 (Minimum and Deposit) adjustable at expiry at the following rates; 0.20% on Clerical wages (based on GBP 454,933) and 0.75% on Manual Work Away wages (based on GBP 128,688) in accordance with General Condition (2) plus 12% Insurance Premium Tax.

Section 2: GBP 19,000,000 (Minimum and Deposit) adjustable at expiry at a rate of 1.00% on US/Canada turnover (based on GBP 64,000) and 0.4611% on All Other turnover (based on GBP 3,981,201) adjustable in accordance with General Condition (2)

plus 12% Insurance Premium Tax.

Policy Territory:

- (1) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- (2) in respect of Section 1, elsewhere in the world where any **Person Employed** is on a temporary visit, provided that:
 - (i) such **Person Employed** is normally resident in the territories within (1) above;
 - (ii) the action for damages is brought against the **Policyholder** in a court of law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (3) in respect of Section 2, anywhere in the world in respect of liability arising from:
 - (i) the **Products** sold, supplied or distributed by the **Insured** from any premises within (1) above;
 - (ii) **Business** visits by **Persons Employed** ordinarily resident in any of the territories specified in (1) above.

Deductible (Section 2):

GBP 2,500.00 each and every **Claim**

DEFINITIONS

Bodily Injury shall mean accidental physical injury, sickness, disease or death and shall include but not by way of limitation mental injury, mental anguish, shock, false arrest or invasion of the right of privacy.

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

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

Condition Precedent shall mean a condition to any payment or indemnification under this **Policy**, any breach or non-observance of which shall mean no payment or indemnity will be provided under this **Policy**.

Deductible shall mean the amount(s) specified herein which the **Insured** shall pay in respect of all damages, compensation, claimants' costs and expenses and **Legal Costs** before the **Underwriters** shall be liable to make any payment.

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

Insured shall mean the **Policyholder** and at the request of the **Policyholder** shall include:

- (a) any director or business partner of the **Policyholder**, but only whilst acting in their respective capacities for the **Policyholder**;
- (b) any **Person Employed**, including **Medical Persons**, but only whilst acting within the scope of their duties.

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

- (c) the officers committees and members of the **Policyholder's** canteen social sports educational and welfare organisations and first aid fire security and ambulance services in their respective capacities as such; and
- (d) any director partner or **Employee** of the **Policyholder** in respect of private work undertaken by any **Person Employed** for such director partner or **Employee** with the prior consent of the **Policyholder**.

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

Legal Costs shall mean:

- (a) costs of legal representation at:
 - (i) any coroner's inquest (or, in Scotland, any Fatal Accident Inquiry) in respect of any death;
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in **Bodily Injury** (Section 1) or any **Occurrence** (Sections 2),

which may be the subject of indemnity under this **Policy**;

- (b) all other legal costs and expenses reasonably and necessarily incurred in relation to any matter which may form the subject of a claim for indemnity under this **Policy** (including the costs of representing the **Insured** in civil proceedings),

provided, in each case, that such costs are incurred with the prior written consent of the **Underwriters**.

Limit(s) of Indemnity shall mean the monetary limit(s) stated in the **Schedule** for the various sections of the **Policy**.

Medical Persons shall mean Doctors Medical Nurses and Dentists

Occurrence shall mean an event (including, but not limited to, continuous or repeated exposures to the same conditions or substance) which results in **Bodily Injury** or **Property Damage** or **Other Contingencies**. All such exposure to substantially the same conditions or substance shall be deemed to be one **Occurrence**.

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

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

Person Employed shall mean any:

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

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

Policy shall mean collectively the terms, conditions, limitations, exclusions and all other provisions of this document, the **Schedule**, any endorsement(s) and any proposal and all other information provided by or on behalf of the **Policyholder** in connection with this insurance.

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

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

Product (or, where applicable, **Products**) shall mean goods including containers and packaging manufactured, sold, supplied, distributed, altered, constructed, erected, repaired, serviced, designed, tested, installed or processed by or on behalf of the **Insured** and which are not in the possession of the **Insured** at the time of the **Occurrence**.

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

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

Underwriters shall mean Newline Insurance Company Limited.

GENERAL EXTENSIONS

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

(1) HEALTH AND SAFETY AT WORK DEFENCE COSTS

The **Underwriters** shall indemnify the **Policyholder** and, at the written request of the **Policyholder**, any director or business partner of the **Policyholder** or any **Person Employed** in respect of legal costs and expenses incurred with the **Underwriters'** prior written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 (each as may be amended from time to time) or in an appeal against conviction arising from such proceedings, provided that:

- (a) the proceedings relate to:
 - (i) the health, safety and welfare of any **Person Employed**; and
 - (ii) an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
- (b) the **Underwriters** shall not be liable to indemnify the **Policyholder** or any director or business partner of the **Policyholder** or **Person Employed** under this extension in respect of any liability or claim arising out of, caused by, resulting from or in any way involving any of the following:
 - (i) any fines or penalties of any kind;
 - (ii) any liability for which the **Policyholder** or any director or business partner of the **Policyholder** or **Person Employed** is entitled to indemnity under any other insurance or would be so entitled, but for the existence of this **Policy**;
 - (iii) any proceedings consequent upon any deliberate act or omission.

(2) CONSUMER PROTECTION ACT AND FOOD SAFETY ACTS LEGAL DEFENCE COSTS

The **Underwriters** shall indemnify the **Policyholder** and, at the written request of the **Policyholder**, any director or business partner of the **Policyholder** or any **Person Employed** in respect of legal costs and expenses incurred with the **Underwriters'** prior written consent in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990 (each as may be amended from time to time) or in an appeal against conviction arising from such proceedings, provided that:

- (a) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
- (b) the **Underwriters** shall not be liable to indemnify the **Policyholder** or any director or any business partner of the **Policyholder** or any **Person Employed** under this extension in respect of any liability or claim arising out of, caused by, resulting from or in any way involving any of the following:
 - (i) any fines or penalties of any kind;
 - (ii) any liability for which the **Policyholder** or any director or business partner of the **Policyholder** or **Person Employed** is entitled to indemnity under any other insurance or would be so entitled, but for the existence of this **Policy**;
 - (iii) in respect of proceedings consequent upon any deliberate act or omission.

(3) OVERSEAS PERSONAL LIABILITY

The **Underwriters** will indemnify the **Policyholder** and, at the written request of the **Policyholder**, any director or business partner of the **Policyholder** or **Employee** or their dependants travelling with them against legal liability for damages and claimants' costs and expenses in respect of **Bodily Injury, Property Damage** or **Other Contingencies** happening during the **Period of Insurance** where such liability is incurred in a personal capacity while the **Policyholder**, director or business partner of the **Policyholder** or **Employee** is temporarily outside the **Policy Territory** in connection with the **Business** and subject otherwise to the terms and conditions of the **Policy**.

The **Underwriters** shall not be liable to indemnify the **Policyholder** or any director or business partner of the **Policyholder** or **Employee** under this extension in respect of any liability or claim arising out of, caused by, resulting from or in any way involving any of the following:

- (a) any ownership or occupation of land or buildings;
- (b) any liability for which the **Policyholder** or any director or business partner of the **Policyholder** or **Employee** is entitled to indemnity under any other insurance or would be so entitled, but for the existence of this **Policy**.

(4) **COURT ATTENDANCE COSTS**

The **Underwriters** shall indemnify the **Policyholder** against costs and expenses incurred in attending any court proceedings concerning any claim or liability in respect of which the **Policyholder** is entitled to indemnity under this **Policy**. This extension shall be subject to a sub-limit of GBP 500 in respect of all proceedings arising out of any one claim or any one series of claims attributable to one source or original cause, which sum shall be part of and not in addition to the **Limit of Indemnity**.

(5) **INDEMNITY TO PRINCIPAL**

In so far as is necessary to meet the requirements of any contract or agreement entered into by the **Policyholder** with any principal the **Underwriters** will, at the written request of the **Policyholder**, treat that principal as though he were also an **Insured**, but only in respect of any liability (as provided for herein) arising out of the performance of such contract by the **Policyholder** in connection with the **Business**, and provided that the principal shall observe, fulfil and be subject to the terms of this **Policy** in so far as they apply.

GENERAL EXCLUSIONS

The **Underwriters** shall not be liable to indemnify the **Insured** against:

- (1) any obligation for which the **Insured** or his insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law (including a subrogated claim by an insurer of any **Person Employed**).
- (2) any fines, penalties, punitive damages, aggravated damages, liquidated damages, treble damages, exemplary damages or any other damages resulting from the multiplication of damages.
- (3) any claim or provide any cover or benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Underwriters** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SECTION 1 - EMPLOYERS' LIABILITY

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

- (1) legal liability for damages arising from **Bodily Injury** of any one or more **Persons Employed** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in the course of employment by the **Policyholder** in connection with the **Business**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** in connection with paragraph (1) above.

LIMIT OF INDEMNITY

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

- (a) the total liability of the **Underwriters** for all payments under paragraphs (1), (2) and (3) above in respect of any one **Occurrence** shall not exceed the relevant **Limit of Indemnity** stated in the **Schedule**;

COMPULSORY INSURANCE CLAUSE

The indemnity granted by this **Policy** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or offshore installations within the continental shelf around such territories. Notwithstanding that provision, the **Insured** shall repay to the **Underwriters** all sums paid by the **Underwriters** which the **Underwriters** would not have been liable to pay but for the provisions of such law.

EMPLOYERS' LIABILITY TRACING OFFICE NOTICE

Certain information relating to this **Policy**, namely:

- (1) the **Policy** number(s);
- (2) **Insureds'** names and addresses (including subsidiaries and any relevant changes of name);
- (3) **Period of Insurance**; and
- (4) (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers,

will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to the Employers' Liability Database (the "ELD").

It is understood by the **Policyholder** that the above named information provided to the **Underwriters** will be processed by the **Underwriters**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

EXTENSION TO SECTION 1

Unless otherwise stated, the following extension is subject to the terms, conditions, **Limits of Indemnity** and exclusions of this **Policy**.

UNSATISFIED COURT JUDGMENTS

In the event that:

- (a) a court in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man makes an award of damages to a **Person Employed** (or to his personal representative on his behalf) in respect of **Bodily Injury** to that **Person Employed** happening during the **Period of Insurance** and in the course of his employment with the **Policyholder**; and

- (b) that award remains unsatisfied in whole or in part six months after the date of the award,

the **Underwriters** shall, at the written request of the **Policyholder**, pay to such **Person Employed** the amount of any damages and any awarded costs, to the extent that those remain unsatisfied, provided that:

- (i) the award was made against a company or individual operating within premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- (ii) there is no appeal outstanding;
- (iii) if any payment is made under the terms of this extension, the **Person Employed** or the personal representative of the **Person Employed** shall assign any such damages and any awarded costs to the **Underwriters**;

any payment made by the **Underwriters** shall be only in respect of liability for which the **Policyholder** would have been entitled to indemnity under this **Policy** if the judgment had been made against the **Policyholder**.

ADDITIONAL EXCLUSIONS TO SECTION 1

The **Underwriters** shall not be liable to indemnify the **Insured** against:

- (1) any **Bodily Injury** to any **Person Employed** caused while working offshore or whilst travelling to or from any offshore installation. This exclusion shall not apply to the first GBP 5,000,000 (five million pounds) of the liability of the **Insured** in respect of any one claim or series of claims arising from one **Occurrence**.
- (2) any **Person Employed**:
 - (a) being carried in or upon any vehicle;
 - (b) entering, getting on to or alighting from a vehicle,in circumstances where any road traffic legislation required insurance or security.
- (3) any Employment Practices. The term "Employment Practices" as used in this **Policy** shall mean any wrongful or unfair dismissal denial of natural justice misleading representation or advertising sexual harassment or discrimination (of any form) directly related to employment by the **Policyholder**.
- (4) any asbestos, asbestos fibres, asbestos dust or any materials containing asbestos. This exclusion shall not apply to the first GBP 5,000,000 (five million pounds) of the liability of the **Insured** in respect of any one claim or any one series of claims arising from one **Occurrence**.
- (5) any:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,where such liability is:
 - (i) that of any principal;
 - (ii) accepted under agreement and would not have attached in the absence of such agreement.
- (6) any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (b) any act of terrorism.

For the purpose of this exclusion an “act of terrorism” means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This exclusion also excludes loss, damage, **Bodily Injury**, cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

If the **Underwriters** allege that by reason of this exclusion any loss, damage, **Bodily Injury**, cost or expense is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

This exclusion shall not apply to the first GBP 5,000,000 (five million pounds) of the liability of the **Insured** in respect of any one claim or series of claims arising from one **Occurrence**.

(7) any:

(a) coronavirus disease (COVID-19);

(b) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

(c) mutant, derivative or variation of COVID-19 or SARS-CoV-2;

(d) fear or threat, whether actual or perceived, of (a), (b) or (c) above;

(e) action taken to control, prevent, suppress, mitigate or in any way relating to any of (a), (b) or (c) above.

This exclusion shall not apply to the first GBP 5,000,000 (five million pounds) of the liability of the **Insured** in respect of any one claim or series of claims arising from one **Occurrence**.

SECTION 2 - PUBLIC AND PRODUCTS LIABILITY

The **Underwriters** shall, subject to the terms, conditions, **Limits of Indemnity** and exclusions of this **Policy**, indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay for damages or compensation and claimants' costs and expenses in respect of:

- (a) **Bodily Injury**;
- (b) **Property Damage**;
- (c) **Other Contingencies**;
- (d) **Legal Costs** in connection with paragraphs (a) to (c) above,

arising out of an **Occurrence** within the **Policy Territory** during the **Period of Insurance** in connection with the **Business**.

LIMIT OF INDEMNITY

The liability of the **Underwriters** under this Section for all damages, compensation and claimants' costs and expenses shall not exceed:

- (i) the amount stated in the **Schedule** as "any one **Occurrence**" for liability arising from any one **Occurrence**; and
- (ii) the amount stated in the **Schedule** as "in the aggregate" for all liability arising from **Products** during the **Period of Insurance**.

Legal Costs will be paid in addition to the **Limits of Indemnity**.

EXTENSIONS TO SECTION 2

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

In respect of each extension, the **Underwriters** shall only provide indemnity on the condition that the indemnity relates to liability incurred by the **Insured** during the **Period of Insurance**.

(1) CROSS LIABILITIES

Where there is more than one **Insured**, this **Policy** shall apply to each **Insured** as though a separate policy had been issued to each, provided that the total liability of the **Underwriters** shall not exceed the **Limits of Indemnity** applicable to this Section 2.

(2) DEFECTIVE PREMISES ACT

The **Underwriters** shall indemnify the **Policyholder** under this Section against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (each as may be amended from time to time), provided always that the **Underwriters** shall not be liable for legal liability in respect of the cost of remedying any defect or alleged defect in premises disposed of by the **Policyholder**.

(3) CONTINGENT MOTOR LIABILITY

Notwithstanding Exclusion (4)(d) of this Section 2, the **Underwriters** shall provide indemnity to the **Policyholder** against legal liability for damages and claimants' costs and expenses arising out of the use, in the course of the **Business**, of any motor vehicle not the property of, nor provided by, the **Policyholder**.

The **Underwriters** shall not be liable to indemnify the **Policyholder** under this extension in respect of any liability or claim arising out of, caused by, resulting from or in any way involving any of the following:

- (a) any **Property Damage** to such vehicle or to property conveyed therein.

- (b) any liability for which the **Policyholder** is entitled to indemnity under any other insurance or would so entitled, but for the existence of this **Policy**.
- (c) any use of any motor vehicle outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

(4) **DAMAGE TO LEASED OR RENTED PREMISES**

Exclusion (6) of this Section 2 shall not apply to **Property Damage** to premises (and/or fixtures and fittings thereof) leased or rented to the **Insured**, provided that the **Underwriters** shall not be liable to indemnify the **Insured** in respect of any liability or claim arising out of, caused by, resulting from or in any way involving any of the following:

- (a) any liability which attaches solely by virtue of a contract and/or agreement and which would not otherwise have attached.
- (b) the first GBP 250 of the liability of the **Insured** in respect of each and every **Occurrence** caused otherwise than by fire or explosion.
- (c) any **Property Damage** to any such premises which are insured under any property or fire insurance policy arranged by the **Insured** or under which the **Insured** is entitled to indemnity in respect of such **Property Damage** or would be so entitled save for the existence of this **Policy**.

ADDITIONAL EXCLUSIONS TO SECTION 2

The **Underwriters** shall not be liable to indemnify the **Insured** against:

- (1) any **Bodily Injury** sustained by any **Person Employed**.
- (2) any **Property Damage** to any **Product** or contract work executed by the **Insured** (or any part thereof).
- (3) any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement of any **Product** or contract work executed by the **Insured**, where such is necessitated by any defect in the **Product** or work or its unsuitability to fulfil its intended purpose.
- (4) any ownership, possession, maintenance or use by or on behalf of the **Insured** of any:
 - (a) aircraft or other aerial device;
 - (b) water-borne vessel or craft other than those used for business entertainment;
 - (c) hovercraft;
 - (d) mechanically propelled vehicle used in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation, save that this exclusion 4(d) shall not apply to legal liability in respect of:
 - (i) the use of plant as a tool of trade;
 - (ii) the loading or unloading of any vehicle,except where indemnity is provided by any motor insurance policy (or would be provided by such policy but for the existence of this **Policy**) or where insurance or security is required by law.
- (5) any advice, design, specification or professional services provided for a fee and not in connection with the supply of a **Product**.
- (6) any **Property Damage** to property owned, by or leased or rented to, or in the care custody or control of the **Insured** other than:
 - (a) damage to the property of any **Employees**, directors, business partners and/or visitors of the **Insured**.
 - (b) damage to premises not owned by or leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**.

- (7) any **Product** which, to the **Insured's** knowledge, is intended for use in or incorporation into any aircraft or other aerial device.
- (8) any pollution or contamination:
- (a) other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
 - (b) of whatever kind occurring in the United States of America and/or Canada and/or their dependencies and/or trust territories.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the **Underwriters** to indemnify the **Insured** for all damages and compensation payable in respect of all pollution or contamination which is deemed to have occurred during the **Period of Insurance** shall not exceed the sum stated in the **Schedule** as the **Limit of Indemnity** for Section 2.

For the purpose of this exclusion "pollution or contamination" shall be deemed to mean:

- (a) any pollution or contamination of buildings or other structures or of water, land or the atmosphere; and/or
 - (b) any loss, damage or injury directly or indirectly caused by such pollution or contamination.
- (9) any violation or alleged violation of any competition, price fixing or restraint of trade law, or any passing off, injurious falsehood or infringement of patent, copyright, trade mark, service mark, trade name or other intellectual property rights.
- (10) any:
- (a) asbestos, asbestos fibres, asbestos dust or any materials containing asbestos.
 - (b) Chlorofluorocarbons, Chloro Fluoride Carbons (CFCs) or Chlorinated Hydro-Carbons.
 - (c) Chromated Copper Arsenate (CCA).
 - (d) Electro Magnetic Fields (EMFs).
 - (e) Hepatitis.
 - (f) Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.
 - (g) latex and/or latex protein and/or latex derivatives and/or latex substances (howsoever these are named, identified, described or classified).
 - (h) lead.
 - (i) Methyl Tertiary Butyl Ether (MTBE).
 - (j) mould, fungi or bacteria on, within or arising from any building, structure or site.
 - (k) Polychlorinated Biphenyls (PCBs), also known as Askarels, including polychlorinated biphenyl generated dibeneofurans and dioxins or any polychlorinated biphenyls- containing product or material or derivative thereof or the presence of or the actual or threatened use, installation, withdrawal or disposal any such product or material.
 - (l) product containing silicon or silicone which is in any form implanted or injected in the body.
 - (m) tobacco or any tobacco products (or ingredients thereof).
 - (n) Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD).

- (11) any wrongful act or alleged wrongful act of directors or officers of the **Insured** in the discharge or performance of their duties as such other than claims for damages or compensation and claimants' costs and expenses consequent upon **Bodily Injury** or **Property Damage** or **Other Contingencies**. For the purpose of this exclusion wrongful act shall mean any actual or alleged error, misstatement, misleading statement or act or omission, neglect or breach of duty by the directors or officers in the discharge of their duties individually or collectively, or any matter claimed against them solely by reason of their being directors or officers of the **Insured**.
- (12) any use of, reliance upon, sale, lease, license or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or electronic data or related information, provided that this exclusion shall not exclude claims for **Bodily Injury** caused by an accident involving physical contact with computer hardware.
- (13) any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (b) any act of terrorism.

For the purpose of this exclusion an "act of terrorism" means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This exclusion also excludes loss, damage, **Bodily Injury**, cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

If the **Underwriters** allege that by reason of this exclusion any loss, damage, **Bodily Injury**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

- (14) any:
- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (15) any claim, judgment, award or settlement made within any country or territory which operates under the laws of the United States of America and any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.
- (16) any liability assumed by the **Insured** by agreement (other than liability arising out of a condition or warranty of goods implied by law) and which would not have attached in the absence of such agreement.

GENERAL CONDITIONS

(1) The Contract

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

The **Insured** confirms that it is aware of and has complied with the duty of fair presentation under the Insurance Act 2015.

The terms of this **Policy** shall not be waived, altered or changed in any way except by endorsement(s) issued by the **Underwriters**.

(2) Basis of Premium

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

(3) Reasonable Precautions

The **Insured** shall take reasonable precautions to prevent any event which may give rise to liability under this **Policy** and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. As soon as possible after discovery, the **Insured** shall cause any defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require.

(4) Notice of Claim

The **Insured** shall as a **Condition Precedent** to the right to be indemnified under this **Policy** give to the **Underwriters** notice in writing as soon as possible of any **Occurrence** which may give rise to a claim and immediately forward to the **Underwriters** all letters of claim and summons received.

(5) Assumption of Liability

It is a **Condition Precedent** to the right to be indemnified under this **Policy** that no admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Underwriters**. The **Underwriters** shall be entitled to conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for its own benefit any claim and shall have sole discretion in the conduct of any proceedings and in the settlement of any claim save as hereinafter provided in General Conditions (6) and (7).

(6) Claims Co-operation

The **Insured** shall, as a **Condition Precedent** to the right to be indemnified under this **Policy**, give all such assistance to deal with claims and conduct of legal proceedings arising therefrom as the **Underwriters** and/or their legal advisers and consultants may require.

(7) Discharge by Payment

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

Save where the **Limit of Indemnity** is stated to be inclusive of all costs and expenses, if a payment exceeding the **Limit of Indemnity** has to be made to dispose of a claim, the liability of the **Underwriters** to pay all costs and expenses in connection therewith shall be limited to such proportion of the said costs and expenses as the **Limit of Indemnity** bears to the amount paid to dispose of a claim.

(8) **Coinsurance**

The insurance afforded by this **Policy** is excess over and reduced by any other valid and collectable insurance available to the **Insured**. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss.

(9) **Cancellation**

- (a) This **Policy** may be cancelled at any time at the written request of the **Insured**. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Underwriters** of a claim or of any circumstance(s), incident(s) or **Occurrence(s)** which may give rise to a claim, no premium refund shall be payable to the **Insured**. If no claim(s), circumstance(s), incident(s) or **Occurrence(s)** have been notified, the premium shall be adjusted on the basis of the **Underwriters** refunding the amount by which paid premium exceeds earned premium on a pro rata basis that being computed in accordance with the **Underwriters**' customary procedure for the time the **Policy** has been in force.
- (b) The **Underwriters** shall, except in the case of non-payment of premium, give the Corporate Risk Department (or its equivalent) of the **Insured** thirty (30) days written registered mail notice of cancellation and, in the case of non-payment of premium, the **Underwriters** shall give fifteen (15) days notice of cancellation.
- (c) If the premium for the whole or part of this **Policy** is demanded and/or paid on an estimated basis, premium adjustment may be made by the time cancellation is effected or, if not then made, shall be made as soon as practicable after cancellation becomes effective.
- (d) In this condition the expression "paid premium" means premium actually paid by the **Insured** to the **Underwriters** or their authorized agent and does not include any premium or part thereof paid to the **Underwriters** by an agent, unless actually paid to the agent by the **Insured**.

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

(10) **Law and Jurisdiction**

This **Policy** shall be governed by and construed in accordance with English law and any disputes arising out of or concerning this **Policy** shall be resolved in accordance with that system of law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

(11) **Fraud**

If any claim under this **Policy** is in any respect fraudulent, the **Underwriters** shall be entitled to:

- (a) refuse to pay the claim;
- (b) recover any sums paid by the **Underwriters** to the **Insured** in respect of the claim from the **Insured**; and
- (c) give notice of termination of the **Policy**, which shall be effective from the date of the fraud.

(12) **Contracts (Rights of Third Parties) Act 1999**

Any person or entity who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**. This condition does not affect any right or remedy which exists or would be available but for the operation of that Act.

(13) **Policyholder**

The **Policyholder** shall be deemed to be the sole and irrevocable agent of each and every **Insured** under this **Policy** for the purpose of:

- (a) giving to or receiving from the **Underwriters** notice of cancellation and other notices;
- (b) giving instructions to or agreeing with the **Underwriters** for amendments or variations of the **Policy**; or
- (c) making or receiving payments of premiums or adjustments of premium.

IMPORTANT NOTICE

If you have any questions or concerns about this insurance, the handling of a claim or wish to make a complaint you should, in the first instance, contact the **Underwriters'** Head of Compliance at the following address:

Newline Insurance Company Limited
1 Fen Court
London
England
EC3M 5BN

Tel: +44 (0)20 7090 1700 (request the Head of Compliance)
Fax: +44 (0)20 7090 1701
E-mail: complaintsofficer@newlinegroup.com

If the complaint is not resolved, you may be entitled to refer the matter to the Financial Ombudsman Service (the "FOS"). Their details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: +44 (0)800 0234 567 (landline)
+44 (0)300 123 9 123 (mobile)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Further details are available in the **Underwriters'** Complaints Policy, a copy of which is available upon request.

FAIR PROCESSING NOTICE

We, the **Underwriters**, limit the collection, disclosure and use of personal information to only what is needed to properly produce business, quote, underwrite, service and administer our insurance and reinsurance products and / or to fulfil legal or regulatory requirements. The types of personal information we collect and how we use such information is set out in our Privacy Statement, which is available online via <https://newlinegroup.com/privacy-statement/> (or in other formats upon request).

The way insurance works means that personal information provided to us may need to be shared with and used by a number of third parties in the insurance sector, including our group companies, agents, brokers, other insurers, reinsurers, loss adjusters, professional advisers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose personal information in connection with the insurance cover we provide and to the extent required or permitted by law or regulation.

Other people's details you provide to us

Where you provide personal information to us (whether directly or indirectly), you must highlight this notice and our Privacy Statement to the individuals to whom the personal information relates and ensure you have their consent to provide such information to us. Unless you tell us otherwise, we will assume you have obtained their consent. If you have not obtained consent, or if any relevant individual withdraws consent, this may impact our ability to provide cover.

Want more details?

For more information about how we use personal information, please see our Privacy Statement.

Contacting us and your rights

Subject to certain exceptions, individuals have the right to access, rectify and erase personal information we hold about them. To exercise any such rights, or raise any questions or concerns about the personal information we hold, please contact our Data Protection Officer at:

Newline Group
1 Fen Court
London
EC3M 5BN

Tel: +44 (0)20 7090 1700 (request the Data Protection Officer)
Fax: +44 (0)20 7090 1701
E-mail: DPO@newlinegroup.com

You may also have the right to lodge a complaint with the relevant supervisory authority which, in the United Kingdom, is the Information Commissioner's Office.

Endorsement attaching to and forming part of Policy No NID24085805A/B in the name of Viamed Ltd, Vandagraph Ltd, Vandagraph Sensor Technologies Ltd

1 UNITED STATES OF AMERICA/CANADA EXTENSION

This extension attaches to and forms part of Policy No. **NID24085805A/B**

Notwithstanding anything to the contrary contained in this **Policy**:

- (A) This **Policy** does not include as an **Insured** nor indemnify any company domiciled and/or registered in any **Specified Territory**;
- (B) As far as concerns legal liability arising from any **Claim**:
 - (i) which is made in any **Specified Territory**; or
 - (ii) in respect of which action or litigation is brought in a court of law within any **Specified Territory** or where action or litigation is brought in a court of law outside such **Specified Territory** to enforce a judgement therein.
- (1) The **Underwriters** shall not be liable for punitive or exemplary damages.
- (2) The **Limits of Indemnity** specified in the **Schedule** are each deemed to be inclusive of all **Legal Costs**.
- (3) This Policy does not cover any liability for:
 - (a) **Bodily Injury, Property Damage or Other Contingencies** directly or indirectly caused by seepage, **Pollution or Contamination**;
 - (b) The cost of removing nullifying or cleaning-up seeping, polluting or contaminating substances;
 - (c) Fines or penalties; or
 - (d) Uninsured Motorists coverage Underinsured Motorists coverage or any obligation of the Insured under "No-Fault" state law.
- (4) A **Deductible** of USD 5,000 each and every claim shall apply.
- (5) Any dispute concerning the interpretation of the terms, conditions, limitations and/or exceptions contained in this **Policy** is understood and agreed by both the **Insured** and the **Underwriters** to be subject to English law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

Additional Definition:

For the purposes of this Endorsement, "**Specified Territory**" shall mean the United States of America, Canada and any territory within the jurisdiction thereof.

Except as otherwise stated, all other terms, conditions, limitations and exclusions remain unchanged

2 Cyber Liability Exclusion

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

any:

- (a) access to, damage to or loss, destruction, erasure, corruption or alteration of electronic data.
- (b) errors in creating, amending, entering, deleting or using electronic data.
- (c) inability, delay or failure to receive, send, access, permit access or use electronic data.
- (d) access to or disclosure of any personal or corporate information.
- (e) hacking, cyber attack, virus, worm, spyware, trojan horse, phishing or malicious computer programme.

3 RIGHTS OF RECOURSE WARRANTY

It is warranted that no goods or **Products** are obtained by the **Insured** on terms which prevent the **Insured** exercising his rights of recovery under the ordinary process of law against his supplier or any other party

4 PFAS Exclusion

The **Underwriters** shall not be liable to indemnify the **Insured** in respect of any liability, **Claim**, loss, costs or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving, either directly or indirectly Perfluorinated Compounds (PFCs), not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS or any PFAS, PFOS and PFOA-related products and chemicals), including any constituents of, additives to, or daughter or degradation by-products thereof.

5 MANUAL WORK AWAY EXCLUSION

It is hereby understood and agreed that this Insurance shall not apply to any liability arising from manual work carried out by or on behalf of the **Insured** away from the Insured's premises.

6 PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)**Insured** undertakes that premium will be paid in full to **Underwriters** within 60 days of inception of this **Policy** (or, in respect of instalment premiums, when due).

If the premium due under this **Policy** has not been so paid to **Underwriters** by the 60th day from the inception of this **Policy** (and, in respect of instalment premiums, by the date they are due) **Underwriters** shall have the right to cancel this **Policy** by notifying the (Re)**Insured** via the broker in writing. In the event of cancellation, premium is due to **Underwriters** on a pro rata basis for the period that **Underwriters** are on risk but the full policy premium shall be payable to **Underwriters** in the event of a loss or **Occurrence** prior to the date of termination which gives rise to a valid claim under this **Policy**.

It is agreed that **Underwriters** shall give not less than 15 days prior notice of cancellation to the (Re)**Insured** via the broker. If premium due is paid in full to **Underwriters** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

All endorsements are subject otherwise to the terms, conditions, limitations and exclusions of the **Policy**.



Date: 16th July 2024

Signed:
For and on behalf of Newline Insurance Company Limited