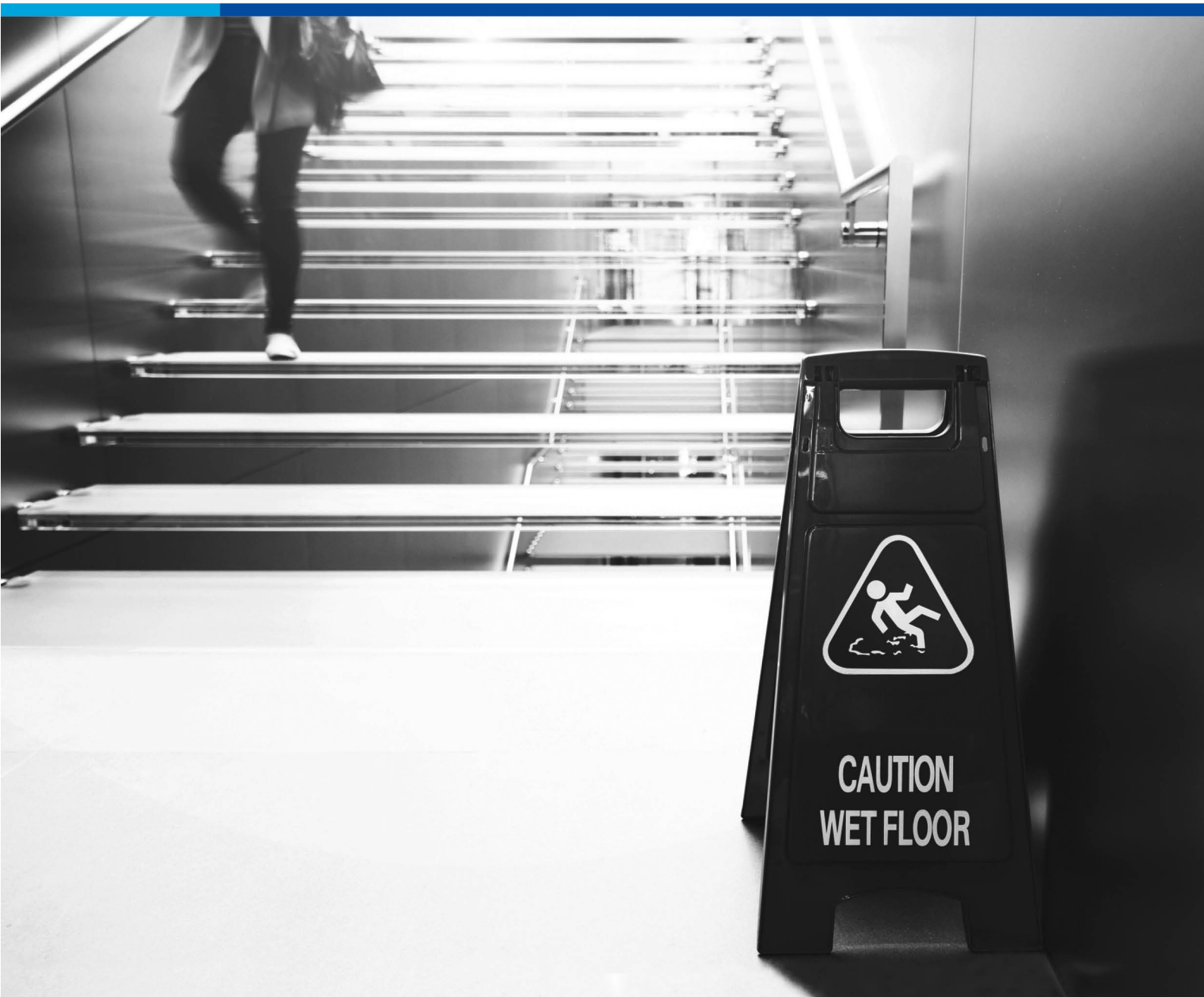
CG | UNITED

www.cg.insure

Liability Pro

Policy Conditions



Thank you for choosing CG United.

The Liability Pro provides third party liability protection for bodily injury and property damage claims associated with your organization's insured business activities.

If you need further details or have any questions, your broker or local CG United branch will be delighted to help. Alternatively, help and guidance can be obtained by visiting our website, www.cg.insure.

Important
The insurance cover provided by this Policy may be varied by clauses attached to the Policy Schedule.

Please refer to Our Agreement on page 3 of the Policy Conditions and read all Policy documents to ensure that you have the insurance cover required.

Our Agreement

This Policy, including the Application, Policy Schedule, Certificates of Insurance, Clauses and Endorsements shall be read together and forms a legally enforceable agreement between you and us. We agree to pay the benefits set out in this policy in exchange for the total premium paid. All information provided in your application, including declarations over the Internet, form the basis of this policy. You must answer all the questions in your application accurately and reveal all significant facts you know or ought to know before this policy is issued. You must also tell us of any change in this information. Failure to do so could invalidate this policy.

Policy Conditions

Section 1 - Definitions

1.1 Damage

1.1.1 Bodily Injury
The term "Bodily Injury" is understood to mean injury or impairment of health, whether or not resulting in death (hereinafter to be called "injury") as well as the consequences, measurable in terms of money, hereof.

1.1.2 Property Damage
The term "Property Damage" is understood to mean damage to, destruction of or loss of physical property (hereinafter to be called "damage to property") as well as the consequences, measurable in terms of money, hereof.

1.2 Insured

1.2.1 The Insured Organization
The term "the insured organization" is understood to mean:

- the named insured
- the legal entities to be determined

1.2.2 The Natural Persons Insured
The term "the natural persons insured" is understood to mean:

- the supervisory directors, directors/governing body, partners, other officers and employees of the insured organization;
- the persons domiciled with and relatives of those mentioned above; in so far as they perform work within the insured scope of work and business activity.

1.3 Occurrence
An event or a series of interrelated events in consequence of which damage has arisen.

1.4 Products Liability
If shown as covered in the Policy Schedule, the liability for damage caused by physical property placed on the market or supplied by or on behalf of the insured organization or handed over after constructing, working or handling it by or on behalf of the insured organization (hereinafter to be called "supplied").

1.5 Passenger
Any person who, without operating a means of conveyance himself, is in or on such means of conveyance or in the course of getting into, onto, out of or off such means of conveyance.

1.6 Sublimit
A limit inside the overall policy limits**.** A sublimit is part of, rather than in addition to, the specified overall policy limits and does not increase the overall policy limits.

1.7 Insurers
The insurers specified in the Policy Schedule.

1.8 Deductible
The amount the insured must pay before the insurers can settle a claim.

Section 2 – Description of Cover

2.1 **General**

This insurance covers the liability of the insured in the insured Occupation, Business Activity or Description of Operations set forth in the Policy Schedule for Bodily Injury or Property Damage caused to third parties and occurring exclusively during the active insurance policy period.

2.2 **Territory**

This Insurance applies only to the Territory or Geographical Area as mentioned in the Policy Schedule.

2.3 **Limit of Indemnity**

The insurance covers the liability for all the insured together up to the maximum limits mentioned in the Policy Schedule.

2.4 **Defense costs;**

The costs of defense are also covered and fall inside the insured liability limits, provided the claimed occurrence is covered under this policy. If it is later determined that the claim is not covered by the policy, the insurer is entitled to reimbursement of defense costs incurred up to that point.

2.5 **Cross Liability**

Unless stated otherwise in the Policy Schedule or Endorsements, the insured and additional insureds specified in the Policy Schedule are considered to be third parties towards each other.

2.6 **Personal Liability of the Insured**

Insured natural persons who are outside their town of residence in connection with business trips and/or study tours and/or work on behalf of the insured organization are covered for personal liability on the conditions of personal liability insurance of the insurer.

This cover does not apply if and in so far as compensation is granted under another insurance, it being obligatory on the insured to report the claim in the first instance under the other insurance. Any deductible applying to such other insurance shall not be covered under this insurance.

Section 3 – Exclusions and Special Extensions

3.1 **Willful Damage and Gross Negligence**

The insurance excludes claims in respect of damage caused by the insured's willful act or extreme disregard for safety of others, which is likely to cause foreseeable injury, death or property damage.

3.2 **Motor Vehicles**

3.2.1 **not covered;**

The insurance does not cover claims in respect of damage caused by or with a motor vehicle or any type of self-propelled vehicle.

3.2.2 **covered;**

In so far as no compensation is granted under another insurance, it being obligatory on the insured to report the claim in the first instance under the other insurance and it being agreed that any deductible applying to such other insurance shall not be covered hereunder, the insurance does cover claims in respect of damage caused by or with the load or other physical property whilst this is on/in, fall or have fallen from, stream or have streamed from, are being loaded on/in, or unloaded or discharged from a stationary motor vehicle;

3.3 **Aircrafts**

The insurance does not cover claims in respect of damage caused by or with any aircraft.

3.4 **Vessels**

The insurance does not cover claims in respect of bodily injury or property damage in consequence of collision or other causes regarded in law as equivalent thereto caused by or with a vessel owned or operated by the insured organization.

3.5 **Care, Custody or Control**

3.5.1 **not covered;**

This insurance does not cover claims in respect of damage to or destruction or loss of physical property which at the moment the property damage is caused the insured organization or the natural person insured who is held liable has in his custody, on hire, on loan, has accepted for carriage or has under his charge for handling or treatment or by virtue of any other contract.

3.5.2 **covered;**

However, the insurance does cover claims in respect of:

a. **damage to physical property during performance of agreed work**
   Damage to physical property of clients caused during the actual performance of the agreed work, provided it does not concern damage to the specific parts or components of the client's property being handled or worked on.

b. **damage in connection with exhibitions/industries fairs**
   Damage to or destruction or loss of buildings, grounds and space as well as equipment, furniture and fittings on/in such buildings, grounds and space, placed at the disposal of the insured organization by or in the name of the organizers whether or not for a consideration in connection with exhibitions, industries fairs etc.

c. **physical damage to property of employees**
   Physical damage to property owned by an employee arising from the insured's negligence in the course of the employee's employment, provided it occurs at the insured's premises or in connection with the employee's duties at the insured organization;

3.6 **physical property supplied and work performed**
The insurance excludes claims in respect of:

3.6.1 **property damage or depreciation in value**
Damage to, destruction, loss or depreciation in value of physical property defectively supplied by or under the responsibility of the insured organization.

3.6.2 **improvement or replacement**
Improvement, repair or replacement of physical property defectively supplied by or under the responsibility of the insured organization.

3.6.3 **re-performance**
Re-performance (in whole or in part) of work defectively performed by or under the responsibility of the insured organization.

Including any indemnity in substitution thereof as well as any financial loss on account of the fact that such property cannot be used or used properly and irrespective of by whom the expenses have been incurred or the financial loss has been sustained.

3.7 **Clauses and Contracts**
The insurance excludes claims based on a contract-, penalty-, guarantee- or other similar clause, except if and in so far as liability for property damage and bodily injury would also have been covered in the absence of such clause or contract.

3.8 **War Risks**
The insurance excludes claims in respect of damage directly caused by war or acts of war.

3.9 **Nuclear Reactions**
The insurance excludes claims in respect of damage caused by, manifesting itself during or resulting from nuclear reactions irrespective of how the reaction has arisen.

3.10 **Environmental Pollution**

3.10.1 **not covered;**
The insurance excludes claims in respect of damage in connection with the pollution and/or impairment of soil, air and water.

3.10.2 **covered;**
Damage in connection with the pollution and/or impairment of soil, air and water, if the pollution is the consequence of a sudden, accidental, unexpected, unintended and identifiable occurrence which takes place in its entirely at a specific moment during the active period of insurance. The occurrence must be reported to the insurers within 48 hours after being discovered. However, there is no coverage if the insured failed to take reasonable precautions to prevent such pollution.

3.11 **Electromagnetic fields**
The insurance excludes liability or alleged liability in respect of damage or injury arising out of electromagnetic fields from any source, electric power lines and electrical equipment.

3.12 **Employers Liability**
The insurance excludes liability or alleged liability in respect of damages to the insured’s employees.

Section 4 – Obligations in case of Damage

The insured shall:

4.1 **Give notice in writing**
Give notice, stating all relevant information, as soon as possible to insurers of an occurrence which could result in a liability of the insurers to pay damages.

4.2 **Shall not admit liability**
Refrain from admitting liability and generally speaking, from anything that might be prejudicial to the interests of insurers.

4.3 **Transit documents**
Immediately and without replying to them transmit or promote the transmission to these brokers of all documents received, such as notifications of liability, criminal and civil summonses etc.

4.4 **Give all cooperation**
Follow all instructions from the insurers and, for the rest, give them all co-operation to the limits of what may reasonably be expected.

Non-compliance with any of these obligations will result in the insured losing their rights under the policy, if and in so far as the insurers prove that their interests have been damaged by the non-compliance.

Section 5 – Settlement of Claims

The insurers may, without requiring the consent of the insured assess any damage and indemnify, if they so desire, the claimant(s) directly for such damage, compromise with the claimant(s) or defend themselves against their claims either in or out of court. The decisions taken in such matters by the insurers shall be binding upon the insured.

If, however, a claim should exceed the limit of indemnity or if the amount to be paid by the insurers should be less than any deductible applying to the policy, the insurers shall not take any decisions in respect of the handling and settlement of the claim without consulting with the named insured.

If payment of indemnity is to be made in the form of annuities the capital value of which, in conjunction with other indemnities payable (if any), exceeds the limit of indemnity, the duration or amount of such annuities shall be proportionately reduced.

Section 6 – Cancellation or Amendment after a Claim

The insurers reserve the right to amend the terms of the insurance or cancel the insurance within thirty days after a liability claim has been rejected or accepted for settlement by the insurer.

In case of a cancellation by the insurers, the insurance shall terminate thirty days from the date of the written notification.

Section 7 – Premium

7.1 **Variable Factors**
If the premium is calculated on the basis of variable factors, the minimum and deposit premium for the first year of insurance shall be calculated on the basis of estimates made at the inception of the insurance contract. In the subsequent years, the minimum and deposit premium shall be based on new estimates or on a more current picture of these factors.

7.2 Calculation of the Actual Premium

Within three months after the expiration of each year of insurance, the named insured shall furnish all information necessary to determine the actual premium. In case the actual premium exceeds the minimum and deposit premium, the insured shall be required to settle the additional premium within 7 business days. If the necessary information to determine the actual premium is not furnished within the three month period, the insurers shall be entitled to determine the actual premium in fairness.

7.3 Mid-Term Cancellation and Refunds

In the event of a mid-term cancellation of the insurance by the insured, the named insured is entitled to a premium refund in respect of the unexpired period, provided that no claim has been made or will be made during and after the current insurance period. In the event that the policy is cancelled mid-term by the insurer, the named insured is entitled to a premium refund of the unexpired period, provided that no liability claim has been accepted by the insurer and no liability claim has been rejected on grounds of an exclusion or misrepresentation by the insured.

Section 8 – Duration of the Insurance

The insurance ends on the expiry date and time mentioned in the Policy Schedule. The insured will be notified before the expiry of the end date and will receive a non-binding invoice to renew the policy on the same conditions unless it has been cancelled or amended before the expiry date.

Section 9 – Communications

All communications from Insurers to the named insured and vice versa shall be considered to have been made as soon as they have been notified in writing to the brokers of Insurers.

Section 10 – Disputes

Unless otherwise agreed by the parties, any and all disputes arising out of or in connection with any insurance policy issued by Insurers shall be submitted exclusively to the Court of First Instance of Aruba, Curaçao, St. Maarten or the BES Islands, depending on the territory where the insurance policy was issued.

Section 11 – Payment of Premium

Without prejudice to the obligation of the named insured to pay the premium and policy fees etc. due hereunder to the brokers, this insurance will be in force only for the period for which the premium and policy fees etc. have been paid.

Section 12 – Other Insurance

In case a liability claim is covered under another liability insurance, the insured is obliged to notify the insurer of the other insurance and report the claim in the first instance under the other insurance. Any deductible applying to such other insurance shall not be covered hereunder. Conversely, subject to the applicable exclusions and policy conditions, this insurance will cover any excess amount that may become payable after the other insurance policy's limits have been exhausted.

Section 13 – General Adjustments

The insurer has the right to apply an adjustment to the premium and/or conditions on the next policy renewal date. The insured shall be notified of the adjustment at least fourteen days before the adjustment goes into effect and shall be deemed to have agreed to it, unless the insured has advised the insurer in writing to the contrary.

Addendum

Attaching To : CGL-22-06
Description : Communicable Disease and Cyber Exclusion applied to all existing and new policies.
Effective Date : 1 January 2021

Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this insurance Policy, this Policy excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   2.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

LMA5399 06 May 2020

Cyber Exclusion

1. Notwithstanding any provision to the contrary within this insurance Policy or any endorsement thereto, this Policy excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2.

2. The above exclusion shall apply except where liability is judged to exist by a court of competent jurisdiction in accordance with the minimum requirements of the local road traffic legislation and/or legal requirement in the territory in which the liability arises.

3. Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this Policy.

4. Any amounts recoverable from any other form of insurance, whether specific, general or which may overlap including deductibles, aggregate deductibles or self-insured retention which protects the Insured in respect of any CYBER LOSS (hereinafter “Other Recoveries”) shall inure to the benefit of the Insurer in all cases and this Policy shall not respond until all Other Recoveries are exhausted. The liability of Insurer in respect of loss or losses covered hereunder shall not be increased by any reason of the inability of the Insured to collect any amounts from Other Recoveries.

5. If the Insurer alleges that by reason of this exclusion any CYBER LOSS sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

6. CYBER LOSS means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.

7. CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.

8. CYBER INCIDENT means:
   a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or
   b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.

9. COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

10. DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

LMA5456 13 October 2020