

## **PRODUCT MANUFACTURER'S PROFESSIONAL LIABILITY, INCLUDING POLLUTION LIABILITY, MULTIMEDIA AND ADVERTISING, COMPUTER NETWORK SECURITY AND PRIVACY LIABILITY**

NOTICE: This coverage is provided on a Claims Made and Reported Basis. Except as otherwise provided, this coverage applies only to **Claims** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters pursuant to the terms of this Insurance Policy. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of the premium and reliance upon the statements in the **Application** which is deemed a part of this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") and subject to the Limit of Liability, deductible, exclusions, conditions and other terms of this Insurance, the Underwriters agree with the **Named Insured**:

### **I. INSURING CLAUSE**

To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** or **Optional Extension Period** (if applicable) and reported in writing to the Underwriters either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period**, or during the **Optional Extension Period** (if applicable) arising out of one or more of the following acts or events committed or taking place on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period**:

#### **A. Manufacturer's Professional Liability Coverage**

any **Wrongful Act** arising out of the rendering or failure to render **Manufacturer's Professional Services** by the **Insured** or by any person for who the **Named Insured** is legally responsible;

The following Insuring Clause I.B., I.C., I.D., and I.E. only applies if Item 7. of the Declarations indicates that these Coverages have been purchased.

#### **B. Pollution Liability Coverage**

a **Pollution Condition** arising out of the rendering of or failing to render **Manufacturer's Professional Services** by the **Insured** or by any person for whose **Pollution Condition** the **Named Insured** is legally responsible.

#### **C. Multimedia and Advertising Coverage**

liability imposed by law or **Assumed Under Contract** arising out of:

1. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. invasion of or interference with the right to privacy or of publicity;
3. misappropriation of any name or likeness for commercial advantage;
4. false arrest, detention or imprisonment or malicious prosecution;
5. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
6. plagiarism, piracy or misappropriation of ideas under implied contract;
7. infringement of copyright;
8. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark;
9. negligence regarding the content of any **Media Communication**, including harm caused through any reliance or failure to rely upon such content; or
10. misappropriation of trade secret

in the course of the **Named Insured's** performance of **Manufacturer's Professional Services** or **Media Activities**;

D. **Computer Network Security Coverage**

any act, error or omission in the course of providing or managing **Computer Systems** security by the **Insured** or by any person for whose act, error or omission the **Named Insured** is legally responsible that results in:

1. the inability of a third party, who is authorized to do so, to gain access to **Computer Systems**;
2. the failure to prevent **Unauthorized Access** to **Computer Systems** that results in:
  - a. the destruction, deletion or corruption of electronic data on **Computer Systems**;
  - b. **Theft of Data** from **Computer Systems**; or

- c. denial of service attacks against Internet sites or computers; or
3. the failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computers and systems;

**E. Privacy Liability Coverage**

1. theft or misuse of **Personally Identifiable Non-Public Information** or **Third Party Corporate Information** that is in the care, custody or control of the **Named Insured**;
2. the **Named Insured's** failure to timely disclose a **Security Breach** in violation of any **Breach Notice Law**;
3. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
  - a. prevents or prohibits improper or intrusive collection of **Personally Identifiable Non-Public Information** from a person;
  - b. requires notice to a person of the **Named Insured's** collection or use of, or the nature of the collection or use of his or her **Personally Identifiable Non-Public Information**;
  - c. provides a person with the ability to assent to or withhold assent for (e.g. opt-in or opt-out) the **Named Insured's** collection or use his or her **Personally Identifiable Non-Public Information**;
  - d. prohibits or restricts the **Named Insured's** disclosure, sharing or selling of a person's **Personally Identifiable Non-Public Information**;
  - e. requires the **Named Insured** to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by a person; or
  - f. mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**;

provided the **Named Insured** must, at the time of such acts, errors or omissions have in force a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Provided, however, this Insuring Clause I.A., I.B., I.C., I.D., and I.E., shall not apply to any **Claim** for or arising out of the disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came

into the possession of any person prior to the date he or she became an employee, officer, director, principal or partner of the **Named Insured**.

## II. SUPPLEMENTARY PAYMENTS

All payments made under this Clause are not subject to the Each Claim Deductible.

### A. Defendants Reimbursement

Upon the Underwriters request, the **Insured** shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**. After the first three (3) days' attendance required for each **Claim**, the Underwriters shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to \$500 for each day in the aggregate for all **Insureds** subject to a maximum amount of \$10,000 for each **Claim**.

### B. Disciplinary Proceedings Reimbursement

The Underwriters will reimburse the **Insured**, upon written request, for legal fees and expenses up to \$10,000 in the aggregate for the **Policy Period**, incurred by the **Insured** with the prior written consent of the Underwriters, in responding to a disciplinary proceeding brought directly against the **Insured** during the **Policy Period** provided that the disciplinary proceeding:

1. arises out of the rendering of or failure to render **Manufacturer's Professional Services**; and
2. is reported to the Underwriters during the **Policy Period**.

After the Underwriters have paid \$10,000 under this Clause II.B., the Underwriters shall not be obligated to pay any further legal fees and expenses.

### C. Reputation Management Reimbursement

The Underwriters will reimburse the **Named Insured** fifty percent (50%) of the first \$30,000 in Reputational Management Expenses incurred by the **Named Insured** for reputational management consulting services which are incurred in connection with a **Claim** covered under this Policy that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.

Reputational Management Expenses means reasonable fees, costs, and expenses incurred by the **Named Insured** for reputational management consulting services provided by a public relations firm to the **Named Insured** in response to a **Claim**.

After the Underwriters have paid \$15,000 under this Clause II.C., the Underwriters shall not be obligated to pay any further Reputational Management Expenses.

### III. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

- A. “**Advertising**” means material which promotes the product, service or business of the **Named Insured** or others.
- B. “**Application**” means all signed applications, including all attachments, supplementary material and other materials submitted therewith or incorporated therein, and any other such documents submitted in connection with the underwriting of this Policy including any endorsement or other part thereof, or any other policy issued by the Underwriters, of which this Policy is a renewal, replacement or which it succeeds in time.
- C. “**Assumed Under Contract**” means liability assumed by the **Named Insured** under a written hold harmless or indemnity agreement regarding the content of **Media Material** used in a **Media Communication**, but only as respects acts for which insurance is afforded under Insuring Clause I.C.
- D. “**Bodily Injury**” means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting therefrom.
- E. “**Breach Notice Law**” means any state, federal or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or may reasonably have been accessed by an unauthorized person.
- F. “**Circumstance**” means any fact, event or situation that could reasonably be the basis for a **Claim**.
- G. “**Claim**” means a written demand received by any **Insured** for money or services including the service of suit or institution of arbitration proceedings. “**Claim**” shall also mean a threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).

Multiple **Claims** arising from the same or a series of related or repeated **Wrongful Acts** or **Pollution Conditions** or from any continuing **Wrongful Acts** or **Pollution Conditions** shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of Claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

H. **"Claims Expenses"** means:

1. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters;
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
3. premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for a **Claim** against any **Insured** for a covered act, error or omission, provided, however, that the Underwriters shall have no obligation to appeal or to obtain such bonds;

**Claims Expenses** do not include any salary, overhead or other charges of or by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** notified under this Insurance, or costs to remediate an act, error or omission, comply with warranties or representations made by the **Insured** in connection with the manufacture, design, sale, supply, installation, repair, alteration, treatment, dispatch or delivery of any product by or on behalf of the **Insured**, without the prior written consent of the Underwriters.

I. **"Cleanup Costs"** means reasonable and necessary costs, charges and expenses incurred with the prior written consent of the Underwriters in the investigation, removal or neutralization of a **Pollution Condition**, provided that such costs, charges and expenses are caused by a **Pollution Condition** arising out of the rendering of or failure to render **Manufacturer's Professional Services** by or on behalf of the **Named Insured**.

J. **"Computer Systems"** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:

1. operated by and either owned by or leased to the **Named Insured**; or
2. operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Named Insured** or for processing, maintaining, hosting or storing the **Named Insured's** electronic data, pursuant to written contract with the **Named Insured** for such services.

- K. “**Damages**” means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon.

The term **Damages** shall not include or mean:

1. future profits, restitution, royalties, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of an **Insured** to comply with orders granting injunctive or equitable relief, or any profit which the **Insured** is not legally entitled to;
2. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
3. costs incurred by the **Insured** to correct, re-perform or complete any **Media Activities**;
4. costs incurred by the **Insured** to recall, repair, fix, correct, complete, re-perform or upgrade any **Manufacturer’s Professional Services** in whole or in part;
5. any damages which are a multiple of compensatory damages;
6. fines, taxes or loss of tax benefits, sanctions or penalties assessed against the **Insured**;
7. punitive or exemplary damages, unless insurable by law under the law under which this Policy is construed;
8. discounts, refunds, credits, coupons, prizes, awards or other incentives offered to the **Insured’s** customers or clients;
9. liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
10. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**; or
11. matters deemed uninsurable under the law pursuant to which this Policy shall be construed.

- L. “**Insured**” shall mean:

1. the **Named Insured**;
2. a director or officer of the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;

3. an employee of the **Named Insured**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Named Insured's** business. Employee does not include a **Temporary Employee**;
  4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
  5. any person who previously qualified as an **Insured** under 2, 3 or 4 above prior to the termination of the required relationship with the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
  6. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Insurance;
  7. the **Named Insured** with regard to its participation in a joint venture, but solely for the **Named Insured's** liability that arises out of a negligent act, error or omission in rendering or failing to render **Manufacturer's Professional Services** by the **Named Insured** or for a **Pollution Condition** that arises out of the rendering of or failing to render **Manufacturer's Professional Services** by the **Named Insured**; and
  8. any person who is an independent contractor or agent of the **Named Insured**, but only with respect to the performance of **Manufacturer's Professional Services** on behalf of the **Named Insured** within the scope of their **Third Party Contractual Agreement**;
- M. "**Malicious Code**" means any virus, Trojan Horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
- N. "**Media Communication**" means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by the **Named Insured**.
- O. "**Media Material**" means information in the form of words, sounds, numbers, images, or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software.
- P. "**Media Activities**" means **Media Communication** and/or the gathering, collection or recording of **Media Material** for inclusion in any **Media**

**Communication** in the ordinary course of the **Named Insured's** business.

- Q. **"Named Insured"** means only those persons, partnerships, corporations or entities specified in Item 1 of the Declarations.
- R. **"Optional Extension Period"** means the period of time after the end of the **Policy Period** for reporting **Claims** as provided in Clause XI. of this Policy.
- S. **"Personally Identifiable Non-Public Information"** means an individual's name in combination with one or more of the following:
1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
  2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act; or
  3. the individual's social security number, driver's license or state identification number, credit, debit or other financial account numbers and associated security codes, access codes, passwords or pins that allows access to the individual's financial account information.
- T. **"Manufacturer's Professional Services"** means:
1. design, development, manufacturing, selling and value-added reselling of products by the **Insured** and including materials, parts and equipment provided by the **Insured** in connection with the **Insured's** products;
  2. the **Insured's** advice, consultancy, design, plan, specification, formula, labeling, packing, instructions for use, warnings or similar but only insofar as provided in connection with or incorporated in any Product supplied by or on behalf of the **Insured**.
  3. installation of, training in the use of, support of, servicing of, maintenance of, and repair of the **Insured's** products by the **Insured** for others;
- U. **"Policy Period"** means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any **Optional Extension Period** or any prior policy period or renewal period.

- V. **“Pollution Condition”** means the actual or alleged discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in **Cleanup Costs**.
- W. **“Privacy Policy”** means the internal or publicly accessible written documents that set forth the **Named Insured’s** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Non-Public Information**.
- X. **“Property Damage”** means:
1. physical injury to or destruction of any tangible property, including the loss of use thereof; or
  2. loss of use of tangible property that has not been physically injured or destroyed.
- Y. **“Security Breach”** means **Unauthorized Access of Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**, whether any of the foregoing is specifically targeted attack or a generally distributed attack. A series of continuing **Security Breaches** or related or repeated **Security Breaches** shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.
- Z. **“Temporary Employee”** means a natural person furnished to the **Named Insured** to meet short term or project specific workloads and for whom the **Named Insured** has the right to direct and control the means of performance. A **Temporary Employee** is not an employee of the **Named Insured**. A leased employee is not a **Temporary Employee**.
- AA. **“Theft of Data”** means the unauthorized taking, misuse or disclosure of information on **Computer Systems**, including but not limited to charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.
- BB. **“Third Party Corporate Information”** means any trade secret, data, design, interpretation, forecast, formula, method, practice, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to the **Insured** subject to a mutually executed written confidentiality agreement or marked “confidential” in writing by such third party.
- CC. **“Third Party Contractual Agreement”** means a written, signed agreement executed by the **Named Insured** and is with an individual

person who is an independent contractor or agent, but only when such agreement:

1. specifies the actual **Manufacturer's Professional Services** to be performed by such independent contractor or agent solely on behalf of the **Named Insured**;
2. provides that the **Manufacturer's Professional Services** performed by the independent contractor or agent will be under the supervision and at the direction of the **Named Insured**;
3. states that the **Named Insured** will indemnify the independent contractor or agent for the **Manufacturer's Professional Services** performed on behalf of the **Named Insured**; and
4. is entered into before a **Wrongful Act** occurs which subsequently leads to a **Claim**.

DD. "**Unauthorized Access**" means:

1. the use of or access to **Computer Systems** by a person not authorized to do so by the **Named Insured**; or
2. the authorized use of or access to **Computer Systems** in a manner not authorized by the **Named Insured**.

EE. "**Wrongful Act**" means any product or part thereof which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, altered, treated, dispatched or delivered, or for which training was provided.

#### IV. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent.

B. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions, and other terms and conditions of this Policy, any **Claim** in the form of a civil suit against the **Insured** that seeks injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction) for one or more of the acts listed in Insuring Clause I.C. if:

1. the **Claim** is first made during the **Policy Period** or **Optional Extension Period** (if applicable) and reported to the Underwriters pursuant to the terms of this Policy; and
2. the act or acts were committed on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** in the course of the **Named Insured's** performance of **Manufacturer's Professional Services** or **Media Activities**.

- C. When the Underwriters defend a **Claim**, it will pay **Claims Expenses** incurred with its prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Each **Claim** Deductible.
- D. The Underwriters shall have the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.

However, notwithstanding the above, the **Insured's** rights under this Policy shall not be prejudiced by any refusal to disclose the identity of any confidential source of information, or to produce any documentation or information obtained in the course of **Media Activities** in respect of which the **Insured** has asserted a claim of reporter's privilege or any other privilege regarding the protection of news-gathering activities.

- E. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Each **Claim** Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**. The portion of any proposed settlement or compromise that requires the **Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.
- F. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Damages** and/or **Claims Expenses** or after deposit of the applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

## V. TERRITORY

This Policy applies to **Claims** made and acts, errors or omissions or **Pollution Conditions** committed or arising anywhere in the world, provided the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions or Canada during the **Policy Period** or **Optional Extension Period**, if purchased.

Except this Policy does not apply when a **Claim** is made in a country against which the United States of America (USA) government has imposed trade sanctions, embargoes or any similar regulations that prohibit the transaction of business with or within a country when the **Claim** is first made.

## VI. EXCLUSIONS APPLICABLE TO ALL COVERAGES UNDER THIS INSURANCE

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

### A. **Criminal, Dishonest, Intentional, Fraudulent, Malicious, Willful or Knowing Acts**

arising out of or resulting from any criminal, dishonest, intentional, fraudulent, malicious, willful or knowing act, error or omission committed by any **Insured**;

Provided, that this exclusion shall not apply to any **Claim** based upon or arising from the **Insured's** unintentional breach of a written agreement to refrain from disclosing confidential or proprietary information in rendering or failure to render **Manufacturer's Professional Services**.

### B. **Prior Knowledge, Prior Notice and Prior Acts**

1. arising out of or resulting from any actual or alleged **Wrongful Act** or **Pollution Condition** committed or arising prior to the inception date of this Insurance:

a. if any **Insured** on or before the inception date knew or could have reasonably foreseen that such **Wrongful Act** or **Pollution Condition** might be expected to be the basis of a **Claim**; or

b. in respect of which any **Insured** has given notice of a **Circumstance** to the insurer of any other policy in force prior to the inception date of this Policy; or

2. arising out of related or continuing **Wrongful Acts** or **Pollution Conditions** where the first such **Wrongful Act** or **Pollution Condition** was committed or arose prior to the Retroactive Date set forth in Item 6. of the Declarations.

### C. **Insured versus Insured**

by or on behalf of any **Insured**;

### D. **Ownership Interest and Outside Positions**

1. arising out of or resulting from any **Insured's** activities as a trustee, partner, officer, director or employee of any employee

trust, charitable organization, corporation, company or business other than that of the **Named Insured**; or

2. made by any entity, arising out of **Manufacturer's Professional Services**, or **Media Activities** performed for such entity which:
  - a. is operated, managed or controlled by an **Insured** or in which any **Insured** has an ownership interest which cumulatively exceeds fifteen percent (15%), or in which any **Insured** is an officer or director; or
  - b. operates, controls or manages the **Named Insured**, or has an ownership interest of more than fifteen percent (15%) in the **Named Insured**.

**E. Discrimination, Humiliation, Harassment and Misconduct**

for or arising out of or resulting from any actual or alleged discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference or orientation, religion, disability or pregnancy;

**F. Assumption of Contractual Liability of Others**

arising out of or resulting from the liability of others assumed by the **Insured** under any contract or agreement either oral or written, including any hold harmless or indemnity agreements, except:

1. with respect to Insuring Clause I.C. for liability **Assumed under Contract**; or
2. to the extent the **Insured** would have been liable in the absence of such contract or agreement.

**G. Express Warranties, Representations, Guarantees and Promises**

for or arising out of or resulting from:

1. breach of any express warranty or representation except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards; or
2. a demand for satisfaction of or breach of guarantee or any promises including, without limitation, cost savings, cost of construction, maximum construction price, financing, profits, or return on investment.

H. **Asbestos**

either in whole or in part, directly or indirectly, arising out of or resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;

I. **Employers Liability and Workers Compensation**

for or arising out of or resulting from:

1. Bodily Injury to:

- a. any employee or volunteer of the Named Insured arising out of and in the course of employment or retention by the Named Insured; or
- b. the spouse, child, parent, brother or sister of the employee as a consequence of a. above.

This exclusion applies:

- i. whether the Insured may be liable as an employer or in any other capacity; and
  - ii. to any obligation to share Damages with or repay someone else who must pay Damages arising out of such liability;
2. the Named Insured's employment obligations, decisions, practices or policies as an employer.
  3. any obligation which the Insured or any carrier as insurer may be liable under any workers compensation, unemployment compensation or disability benefits law or similar law.

J. **Property Liability**

arising out of or resulting from the Insured's ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any real or personal property including without limitation, automobiles, aircraft, watercraft and other kinds of conveyances.

K. **Transportation, Shipment or Delivery of Waste, Products or Materials**

under Insuring Clause I.B. arising out of or resulting from any waste or any products or materials transported, shipped or delivered via watercraft, aircraft, motor vehicle, mobile equipment or rolling stock to a location beyond the boundaries of a site at which **Manufacturer's Professional Services** are being rendered.

L. **Patent Infringement**

for or arising out of actual or alleged infringement of patent or patent rights or misuse of patent.

M. **Bodily Injury and Property Damage**

arising out of **Bodily Injury** or **Property Damage**;

N. **Electrical and Telecommunications Failure and Malfunction and Force Majeure**

arising out of, resulting from or alleging:

1. any failure or malfunction of electrical or telecommunications infrastructure or services, unless under the **Named Insured's** operational control; or
2. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical or force majeure event.

VII. **EXCLUSIONS APPLICABLE INSURING CLAUSE I.A. AND I.B (IF PURCHASED)**

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

A. **Impaired Property**

arising out of, loss of use of tangible property which has not been physically injured or destroyed resulting from:

- (1) a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
- (2) the failure of the **Named Insured's** products or work performed by or on behalf of the **Named Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Named Insured's** products or work performed by or on behalf of the **Named Insured** after such products or work have been put to use by any person or organization other than an **Insured**;

B. **Damage to Products**

arising out of, **Property Damage** to the **Named Insured's** products, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or part thereof or for loss of use of any defective or allegedly defective product;

C. **Recall**

arising out of the withdrawal, recall, inspection, repair, replacement, or loss of use of the **Named Insured's** products or work completed by or for the **Named Insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

D. **Governmental Authority**

arising out of or in connection with goods or products (including any container, ingredient or part thereof) that have been distributed by the **Insured**:

- (a) before such goods or products have been approved for such distribution; or
- (b) after such goods or products have been declared unsafe or banned;

by the appropriate governmental authority having jurisdiction over such distribution.

E. **Business Risks**

for or arising out of or resulting from:

1. inaccurate, inadequate or incomplete description of the price of goods, products or services;
2. cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates actually or allegedly being exceeded;
3. the failure of goods, products, or services to conform with any represented quality or performance contained in **Advertising**; or
4. any actual or alleged gambling, contest, lottery, sweepstakes, promotional game or other game of chance.

F. **Licensing Fees and Royalty Payments**

arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments.

## VIII. EXCLUSIONS APPLICABLE TO INSURING CLAUSE I.C., I.D. AND I.E.

The coverage under Insuring Clause I.C., I.D. and/or I.E. of this Policy does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

### A. Contractual Liability

arising out of or resulting from:

1. any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written, except:
  - a. with respect to Insuring Clause I.C. for liability:
    - i. **Assumed under Contract**; or
    - ii. misappropriation of ideas under an implied contract;
  - b. with respect to Insuring Clause I.E. for liability or any obligation under a confidentiality or non-disclosure agreement with regards to **Personally Identifiable Non-Public Information** or **Third Party Corporate Information**; or
  - c. to the extent the **Insured** would have been liable in the absence of such contract or agreement; or
2. breach of any contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill as is consistent with applicable industry standards.

### B. Reprinting, Recall, Removal, Disposal, Withdrawal, Inspection, Repair, Replacement, Reproduction Costs and Expenses

for or arising out of or resulting from any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, recall, removal or disposal of any **Media Material**, including any media or products containing such **Media Material**; provided, that this exclusion shall not apply to **Claims** for the resulting loss of use of such **Media Material**, or loss of use of the work product.

### C. Antitrust

for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, as amended, or any similar law or legislation of any state, province or other jurisdiction, false, deceptive or

unfair trade practices, violation of consumer protection laws or false or deceptive or misleading advertising.

D. **Federal Trade Commission and Federal Communications Commission**

brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any similar governmental entity, in such entity's regulatory or official capacity.

E. **Electromagnetic Fields and Radiation**

for or arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.

F. **Delay in Delivery or Performance**

for or arising out of or resulting from delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time.

**IX. LIMIT OF LIABILITY**

A. The Limit of Liability stated in Item 3.(a) of the Declarations for "Each **Claim**" is the limit of the Underwriters liability for all **Damages** and **Claims Expenses** arising out of each **Claim**.

B. The "Aggregate for the **Policy Period**" stated in Item 3.(b) of the Declarations is the Underwriters combined total Limit of Liability for all **Damages** and **Claims Expenses** arising out of all **Claims** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.

C. The Underwriters' maximum aggregate Limit of Liability with respect to all **Claims** brought by or on behalf of or in the name or right of or involving the same claimant shall not exceed the Each **Claim** Limit of Liability stated in Item 3.(a) of the Declarations.

D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

**X. DEDUCTIBLE**

A. The "Each **Claim** Deductible" stated in Item 4. of the Declarations applies separately to each **Claim**. The Each **Claim** Deductible shall be satisfied by monetary payments by the **Named Insured** of **Damages** and **Claims**

**Expenses** resulting from **Claims** first made during the **Policy Period** and the **Optional Extension Period** (if applicable) and reported to the Underwriters pursuant to the terms of this Policy. Satisfaction of the Each **Claim** Deductible is a condition precedent to the payment by the Underwriters of any amounts hereunder, and the Underwriters shall be liable only for the amounts in excess of the Each **Claim** Deductible subject to the Underwriters total liability not exceeding the Limits of Liability stated in Items 3.(a) and 3.(b) of the Declarations. The **Named Insured** shall make direct payments within the Each **Claim** Deductible to appropriate other parties designated by the Underwriters.

- B. Any payments by the **Named Insured** in satisfaction of its deductible obligations under any other valid and collectible insurance shall not satisfy the Each **Claim** Deductible under this Policy.

## XI. NOTICE OF CLAIM OR CIRCUMSTANCE

- A. If any **Claim** is made against an **Insured**, the **Insured** shall forward as soon as practicable to the Underwriters through the persons named in Item 9.(a) of the Declarations written notice of such **Claim** in the form of a facsimile, email or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative, but in no event later than sixty (60) days after the expiration of the **Policy Period** or during the **Optional Extension Period**, if purchased.
- B. If during the **Policy Period** any **Insured** first becomes aware of any **Circumstance** and gives written notice to the Insurer in the form of a facsimile, email or express or certified mail through persons named in Item 9.(a) of the Declarations as soon as practicable during the **Policy Period** of:
  - 1. the specific details of the **Wrongful Act** or **Pollution Condition** in the provision of **Professional Services** or **Media Activities** that gave rise to the **Circumstance**;
  - 2. the injury or damage which may result or has resulted from the **Circumstance**; and
  - 3. the facts by which the **Insured** first became aware of the **Wrongful Act** or **Pollution Condition**

then any subsequent **Claim** made against the **Insured** arising directly out of such **Circumstance** which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

- C. A **Claim** shall be considered to be reported to the Underwriters when written notice is first received by the Underwriters in the form of a facsimile, email or express or certified mail through persons named in

Item 9.(a) of the Declarations of the **Claim** or of a **Circumstance** if provided in compliance with Clause B. above.

## **XII. OPTIONAL EXTENSION PERIOD**

- A. If this Policy is cancelled or non-renewed by the Underwriters or by the **Named Insured**, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 8.(a) of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the period of time set forth in Item 8.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any **Wrongful Act** or **Pollution Condition** committed or arising on or after the Retroactive Date and before the effective date of cancellation or non-renewal.
- B. As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- C. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
- D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.
- E. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause XII.

## **XIII. REPRESENTATIONS**

By acceptance of this Policy, all **Insureds** agree that the statements contained in any **Application** submitted therewith are their agreements and representations, that they shall be deemed material to the risk assumed by Underwriters, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by the **Insured** or its agent in any **Application** submitted therewith will render the Policy null and void and relieve the Underwriters from all liability under the Policy.

The **Application** is deemed incorporated into and made a part of this Policy.

#### **XIV. OTHER INSURANCE**

This Insurance shall apply in excess of:

- A. any other valid and collectible insurance available to any **Insured**; and
- B. any self insured retention or deductible portion thereof;

unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

#### **XV. ASSIGNMENT**

The interest hereunder of any **Insured** is not assignable. If an **Insured** shall die or be adjudged incompetent, such insurance shall cover that **Insured's** legal representative as the **Insured** as would be permitted by this Policy.

#### **XVI. CANCELLATION AND NONRENEWAL**

- A. The **Named Insured** may cancel this Policy by surrender thereof to the Underwriters, or by mailing to the Underwriters written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.
- B. The Underwriters may cancel this Policy by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Policy because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or delivering a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when not less than ten (10) days thereafter such cancellation shall be effective. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing
- C. If this Policy is cancelled pursuant to A. hereinabove, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled pursuant to B. hereinabove, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.
- D. If the Underwriters decides not to renew this Policy, the Underwriters shall mail or deliver written notice to the **Named Insured** at the address shown in the Declarations at least sixty (60) days before the end of the **Policy Period**. The notice of nonrenewal shall state the reason for nonrenewal.

## XVII. MERGERS AND ACQUISITIONS

- A. If during the **Policy Period**, the **Named Insured** acquires another entity for whom more than fifteen percent (15%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the **Named Insured**, then no **Insured** shall have coverage under this Policy for any **Claim** that arises out of any **Wrongful Act** or **Pollution Condition**, whether committed or arising either before or after such acquisition:
1. by the acquired entity or any person employed by the acquired entity; or
  2. involving or relating to the assets, liabilities, or **Computer Systems** of the acquired entity.

The foregoing provision shall not apply if the **Named Insured** gives the Underwriters written notice within thirty (30) days after the effective date of the acquisition, obtains the written consent of the Underwriters to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by the Underwriters.

- B. If during the **Policy Period** the **Named Insured** consolidates or merges with another entity such that the **Named Insured** is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall not apply to **Wrongful Acts** or other breach or **Pollution Conditions** committed or arising subsequent to such consolidation, merger or acquisition. The **Named Insured** shall provide written notice of such consolidation, merger or acquisition to the Underwriters as soon as practicable, together with such information as the Underwriters may require.
- C. All notices and premium payments made under this section shall be directed to the Underwriters through the entity named in Item 8.(b) of the Declarations.

## XVIII. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Application** for and coverage under this Policy. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters exposure under the Policy.

Upon the Underwriters request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Wrongful Acts** or **Pollution Conditions** with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and

assist in securing and giving evidence and obtaining the attendance of witnesses.

The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters.

Except as provided for in Clause II.B., expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** and are not reimbursable under the Policy.

#### **XIX. ACTION AGAINST THE UNDERWRITERS**

No action shall lie against the Underwriters unless, as a condition precedent thereto, the **Insured** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

#### **XX. SUBROGATION**

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by the Underwriters, and third to the Each **Claim** Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

#### **XXI. ENTIRE AGREEMENT**

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

#### **XXII. VALUATION AND CURRENCY**

All premiums, limits, deductibles, **Damages** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Claims Expenses** are paid in a currency other than United States dollars, payment

under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

### **XXIII. BANKRUPTCY**

Bankruptcy or insolvency of the **Insured** shall not relieve the Underwriters of their obligations nor deprive the Underwriters of its rights or defenses under this Policy.

### **XXIV. AUTHORIZATION**

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

### **XXV. HEADINGS**

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

### **XXVI. WAR AND TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto, it is agreed that this Insurance excludes **Damages** or **Claim Expenses** directly or indirectly caused by, resulting from or in connection with 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 endorsement, 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 endorsement also excludes **Damages** or **Claim Expenses** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to A or B above.

If the Underwriters allege that by reason of this exclusion, any **Damages** or **Claim Expenses** are not covered by this Insurance, the burden of proving the contrary shall be upon the **Insured**.

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

## **XXVII. NON CUMULATION OF LIMITS**

This Policy may be one of several policies issued by the Underwriters to the **Named Insured** and its subsidiary companies. It is agreed that any **Claim** or suit which could be covered under two or more of these policies will be covered under only the policy with the highest limit of insurance available or, if the limits are the same, under only one of the policies.

## **XXVIII. SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due under this Insurance, the Underwriters hereon, at the request of the **Insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the Underwriters' representative, designated in Item 10. of the Declarations, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The Underwriters' representative designated in Item 10. of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of Insurance, and hereby designate the Underwriters' representative, designated in Item 10. of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:-

Days Insurance in Force	Per cent. of One Year Premium	Days Insurance in Force	Per cent. of One Year Premiu m
1 - 54 .....	25	192 - 196 .....	63
55 - 58 .....	26	197 - 200 .....	64
59 - 62 (2 months) .....	27	201 - 205 .....	65
63 - 65 .....	28	206 - 209 .....	66
66 - 69 .....	29	210 - 214 (7 months) .....	67
70 - 73 .....	30	215 - 218 .....	68
74 - 76 .....	31	219 - 223 .....	69
77 - 80 .....	32	224 - 228 .....	70
81 - 83 .....	33	229 - 232 .....	71
84 - 87 .....	34	233 - 237 .....	72
88 - 91 (3 months) .....	35	238 - 241 .....	73
92 - 94 .....	36	242 - 246 (8 months) .....	74
95 - 98 .....	37	247 - 250 .....	75
99 - 102 .....	38	251 - 255 .....	76
103 - 105 .....	39	256 - 260 .....	77
106 - 109 .....	40	261 - 264 .....	78
110 - 113 .....	41	265 - 269 .....	79
114 - 116 .....	42	270 - 273 (9 months) .....	80
117 - 120 .....	43	274 - 278 .....	81
121 - 124 (4 months) .....	44	279 - 282 .....	82
125 - 127 .....	45	283 - 287 .....	83
128 - 131 .....	46	288 - 291 .....	84
132 - 135 .....	47	292 - 296 .....	85
136 - 138 .....	48	297 - 301 .....	86
139 - 142 .....	49	302 - 305 (10 months) .....	87
143 - 146 .....	50	306 - 310 .....	88
147 - 149 .....	51	311 - 314 .....	89
150 - 153 (5 months) .....	52	315 - 319 .....	90
154 - 156 .....	53	320 - 323 .....	91
157 - 160 .....	54	324 - 328 .....	92
161 - 164 .....	55	329 - 332 .....	93
165 - 167 .....	56	333 - 337 (11 months) .....	94
168 - 171 .....	57	338 - 342 .....	95
172 - 175 .....	58	343 - 346 .....	96
176 - 178 .....	59	347 - 351 .....	97
179 - 182 (6 months) .....	60	352 - 355 .....	98
183 - 187 .....	61	356 - 360 .....	99
188 - 191 .....	62	361 - 365 (12 months) .....	100

B. For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
  - (a) Determine full annual premium as for an insurance written for a term of one year.
  - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
  - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.