NEWLINE UNDERWRITING MANAGEMENT LTD

Corn Exchange
55 Mark Lane
London, EC3R 7NE

NO FAULT COMPENSATION INSURANCE FOR CLINICAL TRIALS
AND/OR HUMAN VOLUNTEERS STUDIES

(This is a "claims made" Policy)

The Underwriters in consideration of the payment of premium by the Policyholder and subject to all Terms Definitions Limits of Indemnity Exceptions Conditions and any Endorsements endorsed hereon will indemnify the Insured as provided herein

Date: 06.03.2017
Signed:
Authorised Signatory
For and on behalf of Newline Syndicate 1218 at Lloyd’s

Important Notice to the Insured

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions.
The Underwriters should be contacted immediately if any correction is necessary
SCHEDULE

Policy Number: 73112117A049

Underwriters: Newline Syndicate 1218 at Lloyd's (NWL 1218)

Policyholder: University of Cape Town

Address: Private Bag X3, Rondebosch, Republic of South Africa, 7701

Business: The undertaking of any Trial by or on behalf of the Insured in connection with the Insured's business as Clinical Trial Sponsors

Broker: Marsh

Period of Insurance: a) From: 1st March 2017 To: 1st March 2018 Both days at 00:01 local standard time

b) Any subsequent period for which the Insured shall pay and the Underwriters shall agree to accept a renewal premium

Limits of Indemnity: The liability of the Underwriters shall not exceed USD 5,000,000 in the aggregate for any one Period of Insurance

The Limits of Indemnity are inclusive of Deductible

Premium: USD 45,000.00 in Full for 20,000 patients

Policy Territory: Worldwide

Deductible: USD 5,000 each and every Claim

Endorsements applicable at inception: As Attached

Retroactive Date: 1st January 2008
COVER

The Underwriters will indemnify the Insured against all sums in excess of the Deductible that the Insured shall become liable to pay as damages or compensation and claimants costs and expenses in respect of any Claim made by Research Participants for Bodily Injury caused by an Occurrence happening after the Retroactive Date within the Policy Territory and arising out of the Trial(s) of the Insured as stated in the Schedule.

Provided that

(i) such Claim is first made in writing against the Insured during the Period of Insurance and is notified to the Underwriters during or within 30 days of expiry of the Period of Insurance.

and

(ii) all Bodily Injury resulting or alleged to have resulted from the same Trial shall be considered as resulting from one Occurrence and having occurred during that Period of Insurance in which the first Claim is made against the Insured irrespective of the number of claimants or the period over which Claims may thereafter be made against the Insured arising out of such Bodily Injury.

and

(iii) the Insured has offered and the Research Participant has agreed to abide by the Conditions of Compensation.

The Underwriters will also pay Legal Costs in addition to the Limits of Indemnity.
DEFINITIONS

Act of Terrorism shall mean 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. This definition shall include acts performed with the intention to influence any government and/or to put the public or any section of the public in fear.

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.

Claim shall mean a written demand made against the Insured for money, services, relief or redress in respect of Bodily Injury insured by this Policy.

Deductible shall mean the amount specified herein which the Insured shall pay in respect of all damages compensation, claimant’s 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.

Independent Lawyer shall mean a judge, retired judge, barrister or solicitor who is selected to adjudicate a claim for compensation under the Conditions of Compensation.

Insured shall mean the Policyholder and, at the written request of the Policyholder, shall also 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 for the Policyholder;

(c) any sub-contractor, doctor, consultant physician, hospital or contract research organisation or nurse who will be performing work for the Insured in respect of a Trial covered by this Policy;

(d) any Ethics Committee or its members that has approved a Trial which is the subject of this Policy 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:

(e) 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;

(f) any director, business partner or Employee of the Policyholder in respect of private work undertaken by any Person Employed for such director, business partner or Employee with the prior written 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 any Occurrence;

(b) all other legal costs and expenses reasonably and necessarily incurred in relation to any Occurrence which may form the subject of a claim for indemnity under the Policy (including 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. The term Legal Costs shall not include internal expenses of the Insured (including salaries, commissions, benefits, remuneration or overheads).

Limits of Indemnity shall mean the monetary limits stated in the Schedule

Medical Persons shall mean appropriately qualified healthcare professionals, as well as non-qualified personnel and/or students who are supervised by a qualified member of staff

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. All such exposure to substantially the same conditions or substance shall be deemed to be one Occurrence.

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 or person supplied by a labour master;
(c) person employed by labour only sub-contractors;
(d) self-employed person;
(e) person hired 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.

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

Retroactive Date shall mean the date specified as such in the Schedule.
**Research Participant** shall mean any person participating in a **Trial** including their dependants heirs executors administrators and legal representatives.

**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.

**Trial** shall mean any Clinical Trial or Human Participant Study (including observational studies) that complies with the statutory requirements or guidelines of the relevant person, authority, department or public or private body in the country in which the **Trial** occurred

**Underwriters** shall mean Underwriters at Lloyd’s, as stated in the **Schedule**.
EXTENSIONS

Unless otherwise stated the following Extensions are subject always to the terms Conditions and Exceptions contained in this Policy

(1) NOTIFICATION OF EVENT

If during the Period of Insurance the Insured shall give written notice to the Underwriters in accordance with Condition (6)(b) of any specific event which the Underwriters accepts may give rise to a Claim any Claim subsequently made against the Insured arising out of that event shall be deemed to have been first made against the Insured during the said Period of Insurance regardless of when such Claim is actually made.

(2) CULPABLE HOMICIDE DEFENCE COSTS (ETHICS COMMITTEE)

The Underwriters will indemnify the Ethics Committee or any member thereof in respect of legal costs and expenses incurred with the Underwriters written consent in the defence of any criminal proceedings brought (or in an appeal against conviction arising from such proceedings) as a result of culpable homicide arising from any event which may be the subject of indemnity under this Policy

PROVIDED THAT

1 the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business

2 the Underwriters will not provide indemnity

(a) for fines or penalties of any kind

(b) in respect of proceedings consequent upon

(i) any deliberate act or omission

(ii) Bodily Injury sustained by any Employee of the Insured arising out of and in the course of employment by the Insured in the Business

(iii) the ownership possession or use by or on behalf of the Insured or any person entitled to indemnity of any mechanically propelled vehicle while being used in circumstances where insurance or security is required by law.

(3) BREACH OF CONFIDENTIALITY EXTENSION

The Underwriters shall indemnify the Insured against legal liability for damages and claimants’ costs and expenses in respect of an unintentional breach of confidentiality committed in connection with a Trial, provided that the Claim in respect of such liability is first made against the Insured during the Period of Insurance and is notified to the Underwriters during the Period of Insurance.
EXCEPTIONS

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

(1) any:
   (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power;
   (b) Act of Terrorism; or
   (c) action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) and/or (c) above.

(2) 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.

(3) any Trial performed without appropriate written informed consent having been requested and granted by each Research Participant prior to the participation of such Research Participant in such Trial.

(4) liability arising from any Occurrence happening prior to the Retroactive Date.

(5) any Claim arising out of an Occurrence the circumstances of which the Insured were aware prior to the inception of this Policy.

(6) No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

(7) any Trial performed without the prior granting of formal ethical approval from an registered human research ethics committee.
CONDITIONS OF COMPENSATION

(1) At any time prior to the settlement or other determination of any claim of a Research Participant, the Insured may, subject to the prior written agreement of the Underwriters, offer the Research Participant the option of having the claim determined in accordance with these Conditions of Compensation. If the Research Participant agrees to that proposal, then the Insured, having obtained the prior written agreement of the Underwriters as to the sum to be offered, shall make an offer of compensation to the Research Participant. The Research Participant shall then have three months to consider that offer.

(2) In the event the Insured and the Research Participant agree to the claim being determined in accordance with these Conditions of Compensation, but there is no agreement between the Insured and the Research Participant as to the amount of compensation due, an Independent Lawyer experienced in medical litigation shall be appointed to adjudicate on the amount of compensation due. The choice of Independent Lawyer shall be by written agreement between the Insured, the Underwriters and the Research Participant. In the absence of such agreement the appointment shall be made by the President for the time being of the Law Society of England and Wales.

(3) In the event of the appointment of an Independent Lawyer such person:-

(a) shall allow the parties a reasonable opportunity to present their cases with both oral and written evidence

(b) shall be entitled to obtain independent expert advice

(c) shall exercise any power conferred upon an arbitrator by any other mediation law applicable in the country in which the Claim is made

(d) shall otherwise determine the procedure in order to arrive at a just settlement.

(4) In the event that the Insured and the Research Participant agree to be bound by the decision of the Independent Lawyer and the Research Participant accepts the amount of compensation (if any) in full and final settlement of all causes of action against the Insured or any other person in connection with the Trial the Underwriters will pay the reasonable costs of the Research Participant including the Legal Costs and expenses.

(5) If the Research Participant does not accept the decision and award of the Independent Lawyer within three months the Research Participant shall have no further entitlement pursuant to these Conditions of Compensation but shall be able to pursue such rights as the Research Participant may otherwise have.

(6) If the Research Participant accepts by agreement with the Insured or the award (if any) of an Independent Lawyer then the Research Participant is bound by the following:-

(a) the Research Participant waives all rights of action against the Insured other than under these Conditions of Compensation and

(b) In the event of any payment under this Policy the Insured (and thus the Underwriters) shall be subrogated to all the rights of recovery thereof which the Research Participant may have against any third party and shall receive all help and assistance as the Insured (or the Underwriters) may reasonably require from the Research Participant in exercising and enforcing these rights provided that any recovery over and above any compensation paid or payable to the Research Participant (after deduction of all costs incurred in effecting such recovery) shall accrue to the Research Participant

(c) the Research Participant shall sign such release or other documents as the Insured may reasonably require to give effect to (a) and (b) of Condition 6 above.
(7) Compensation will only be paid if on the balance of probabilities the Bodily Injury (including exacerbation of an existing condition) was caused by the administration to or use by or on, the Research Participant of any drug or product involved in the Trial or was directly attributable to participation in the Trial.

(8) Subject to Condition (11) below, compensation will not be refused solely on the basis that the injury arose from a foreseeable adverse reaction or that the Research Participant was warned of the risk but still signed a consent form agreeing to participate in the Trial.

(9) Compensation will not be paid for the failure of a drug or product under Trial to perform its intended purpose.

(10) Compensation will not be unreasonably withheld from a Research Participant not receiving the drug or product under Trial if treatment or other drugs normally used in relieving any conditions for which the Research Participant was undergoing treatment were withheld or caused by the administration of a placebo.

(11) The amount of compensation payable shall be determined with reference to the amount of compensatory damages awarded in similar cases by the courts of the country where the Trial took place and commensurate with the nature, severity, persistence and effects of the injury.

The amount of compensation may be reduced, denied or affected by the following circumstances:

(a) negligence of the Research Participant or (where the Research Participant is under the age of majority) the Research Participant's parents or legal guardian

(b) the seriousness of the injury treated in the Trial and the degree of probability that adverse reactions would occur and any warning the Research Participant received

(c) the comparison of risk between established treatments and those that are used or researched in a Trial

(d) the availability and efficacy of alternative treatments which would have been available to a Research Participant had that person not agreed to participate in the Trial.

(12) The amount of compensation shall be paid as a lump sum notwithstanding any legal principles or rules of court which might or would apply if settlement were not reached under these Conditions of Compensation.
CONDITIONS

(1) Basis of the Contract

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

Upon receipt of this **Policy** the **Insured** agrees that it has been issued upon the truth of his declarations and representations made to the **Underwriters** or any of its agents relating to this **Insurance**

The terms of this Policy shall not be waived, altered or changed in any way except by Endorsement issued by the **Underwriters** to form a part of this Policy.

(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) Notice of Claim

The **Insured** shall, as a condition precedent to the right to be indemnified under this **Policy**:

(a) as soon as possible, give notice in writing to the **Underwriters** of any **Occurrence** which may give rise to a **Claim**, providing all information available to the **Insured**;

(b) immediately on receipt by them or their servants or agents, forward to the **Underwriters** any **Claim** or notice of proceedings for which the **Underwriters** may be required to indemnify the **Insured**;

(c) immediately on receipt by them or their servants or agents, forward to the **Underwriters** any other correspondence or information regarding any **Claim** or proceedings for which the **Underwriters** may be required to indemnify the **Insured**.

(4) Reasonable Precautions

The **Insured** shall take reasonable precautions to prevent any event or occurrence which may give rise to liability under this **Policy** and shall 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. Prior to the commencement of any **Human Clinical Trial**, the **Insured** shall ensure that all applicable statutory and regulatory requirements and professional guidelines and standards have been complied with in respect of that **Human Clinical Trial**.

(5) Assumption of Liability

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** without the prior written consent of the **Underwriters**.
(6) **Claims Co-operation and Conduct of Proceedings**

The **Insured** shall, as a condition precedent to the right to be indemnified under this **Policy**, co-operate fully with the **Underwriters** and shall provide such assistance, documents and access to premises as the **Underwriters** shall request. In particular, the **Insured** shall give all such assistance to deal with claims and conduct of legal proceedings as the **Underwriters** and/or their legal advisers and consultants may require.

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. In any such matter, the **Underwriters** shall have sole discretion in the conduct of any proceedings and in the settlement of any claim.

(7) **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**;
(c) making or receiving payments of premiums or adjustments of premium.

(8) **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 Liability**, or any lesser amount for which, at the absolute discretion of the **Underwriters**, such **Claim** can be settled. Upon payment of such sums, the **Underwriters** shall be entitled to 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 in writing to pay in respect of matters prior to the date of such payment.

(9) **Co-Insurance**

If the **Insured** has other insurance that is applicable to the **Occurrence**, **Claim** or liability (or which would be applicable if this **Policy** did not exist), such insurance shall be primary to the cover afforded by this **Policy** and the **Underwriters** shall not be liable to indemnify the **Insured** in respect of any **Occurrence**, **Claim** or liability until such other insurance is exhausted.

(10) **Cancellation**

(a) This **Policy** may be cancelled at any time at the written request of the **Insured**. The **Underwriters** shall, upon surrender of the **Policy**, refund the amount by which paid premium exceeds earned premium (that being computed in accordance with the **Underwriters’** customary short rate table and 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.

(11) **Subrogation**

In the event of any payment under this **Policy**, the **Underwriters** shall be subrogated to all the **Insured's** rights of recovery against any person or entity for the purpose of recovering the sum paid. The **Insured** shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights.

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

Any person or entity who is not a party to this **Policy** 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) **United States of America and Canada**

This **Policy** does not apply to any claim judgement award or settlement made within any country or territory which operates under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.

(14) **Law and Jurisdiction**

This **Policy** shall be governed by and construed in accordance with South African 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 South Africa.
Important Notice

The Policy

Please read the Policy (including any endorsement(s) and the Schedule(s), which form an integral part of the Policy) to ensure that it meets your requirements.

Enquiry or Complaints Procedure

If you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance, contact your insurance intermediary who will refer to the Underwriters.

It will greatly assist the Underwriters if you quote the Policy number in any communication.

A copy of the Underwriters’ complaints procedure is available on request. Should you have a complaint regarding the Underwriters’ practices or performance that your intermediary is unable to resolve, please contact:

The Complaints Officer
Newline Underwriting Management Limited
Corn Exchange
55 Mark Lane
London
EC3R 7NE
Tel: + 44 (0)20 7090 1780

In the event you remain dissatisfied, you may refer the matter to the Financial Services Authority Complaints Department. It may also be possible for you to refer the matter to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.
1 UNITED STATES OF AMERICA/CANADA JURISDICTION

This Policy does not apply to any claim judgement award or settlement made within any country or territory which operates under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.

2 WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any loss, damage or injury cost or expense of whatsoever nature directly or indirectly caused by or 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:

(1) 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

(2) any act of terrorism

For the purpose of this Memorandum 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 Memorandum 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 (1) and/or (2) above.

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

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

3 SPECIFIED TRIALS

Notwithstanding any contained in the Business within the Schedule it is agreed this Policy applies solely to the Trial.

Protocol No: As seen and agreed by Underwriters
Study Title: As seen and agreed by Underwriters
Number of Patients: 20,000

All as per details lodged with the Underwriters.

4 LEGAL LIABILITY EXTENSION

In the event of a Research Participant not being offered or not agreeing to any compensation being determined in accordance with the Conditions of Compensation of refusing to accept the award of an Independent Lawyer the Underwriters shall indemnify
the Insured for all sums for which the Insured shall become legally liable (including the costs and
expenses awarded to the Research Participant) as damages for Bodily Injury caused by the Research Participant's participation in a Trial (but excluding any liability which attaches by virtue of any contract of agreement and which would not have applied in the absence of such contract agreement) in accordance with the law applicable in the country where the Claim is made and subject to the Limits of Indemnity stated in the Schedule

5 EXTENDED INCIDENT REPORTING PERIOD

Notwithstanding anything contained in Insuring Agreements of the Cover to the contrary it is agreed that the Underwriters will indemnify the Insured in respect of any Claim first made in writing against the Insured and notified to the Underwriters during the Extended Incident Reporting Period specified in this Memorandum

Provided that

(i) such Claim would have been admissible under this Policy had such Claim been made in accordance with Insuring Agreements of the Cover

(ii) the incident giving rise to such Claim occurred after the Retroactive Date and before the end of the Period of Insurance

(iii) such Claim shall for the purposes of this Policy be deemed to have been made on the last day of the Period of Insurance

(iv) the Extended Incident Reporting Period shall not reinstate or increase the Limits of Indemnity or extend the Period of Insurance

It is further agreed that this Extended Incident Reporting Period may not be cancelled

The Extended Incident Reporting Period is twelve (12) months from the end of the Period of Insurance

Date: 06.03.2017
Signed:
Authorised Signatory
For and on behalf of Newline Syndicate 1218 at Lloyd's