

# Terms of Cover

## 2022 Edition

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## 1. Insuring Clause

Subject to the provisions of these **Terms of Cover PAMIA** will:

- 1.1 Indemnify the **Insured** against **Claims** for **Civil Liability** first made against the **Insured** or notified as **Circumstances** during the **Period of Insurance** arising out of or in any way connected with the conduct of the **Insured Firm's Intellectual Property Business**.
- 1.2 Indemnify the **Insured** against **Defence Costs** incurred with **PAMIA's** consent, such consent not to be unreasonably withheld or delayed. **PAMIA** will pay **Defence Costs** as and when they are incurred.
- 1.3 Indemnify the **Insured** against **Disciplinary Costs** incurred with **PAMIA's** consent, such consent not to be unreasonably withheld or delayed. **PAMIA** will pay **Disciplinary Costs** as and when they are incurred.
- 1.4 Indemnify the **Insured** against **Mitigation Costs** incurred with **PAMIA's** consent, such consent not to be unreasonably withheld or delayed. **PAMIA** will pay **Mitigation Costs** in excess of the **Deductible**, as and when they are incurred.
- 1.5 Reimburse the **Insured** for all costs and expenses reasonably incurred by the **Insured Firm** in replacing or restoring **Documents** which are lost or damaged during the **Period of Insurance** in the course of the conduct of the **Insured Firm's Intellectual Property Business**, provided that such loss or damage is sustained while the **Documents** are either in transit or in the **Insured Firm's** custody or the custody of any person to whom the **Insured Firm** has entrusted them.
- 1.6 To the extent that such loss is not covered by clause 1.1, reimburse the **Insured Firm** for **Client Money** refunded or a **Client Advance** waived by the **Insured Firm** where such **Client Money** or **Client Advance** has been misapplied or misappropriated by an **Agent** to whom it was transferred. Provided always that a condition of this cover is that any notification to a client of the **Insured Firm's** intention or agreement to refund any **Client Money** or to waive a **Client Advance** shall be given **in writing** and shall embody a written proviso in the following terms:

"The above payment is made (waived) on the understanding that I am (we are) not admitting that there is any legal liability upon me (us) to do so or that you have any claim on me (us)".

The maximum amount the **Insured Firm** may refund or waive in respect of the same act or omission or series of related acts or omissions shall not exceed five per cent of the **Limit of Cover**.
- 1.7 Without limiting in any way the specific risks insured under these **Terms of Cover**, indemnify the **Insured** in respect of such liabilities, costs and losses as the **Insured** may incur in connection with the conduct of the **Insured Firm's Intellectual Property Business** as the **Directors** decide are either similar to the other risks covered by **PAMIA** or within the intended scope of the cover, provided that:
  - (a) the amount of any such compensation and the circumstances in which it is paid are at the absolute discretion of the **Directors**, and they are not required to give any reasons for their decision; and

- (b) no indemnity will be given under this **Term of Cover** where insurance is expressly excluded under any other **Term of Cover**.

No decision under this **Term of Cover** shall be regarded as setting a precedent.

- 1.8 Indemnify, to the extent that any such indemnity is specified in the Certificate of Insurance, the **Insured** in respect of other liabilities arising from the **Insured Firm's Intellectual Property Business**.

## 2. Territorial Ambit

Unless otherwise agreed between the **Insured Firm** and **PAMIA**, the cover provided by **PAMIA** shall be worldwide.

## 3. Limit of Cover

- 3.1 The total amount payable by **PAMIA** for any one **Claim** shall not exceed the **Limit of Cover** stated in the **Certificate of Insurance**.

- 3.2 For the purposes of these **Terms of Cover**, all **Claims** against any one or more **Insured** that arise from or are attributable to

- (a) the same act or omission; or
  - (b) a series or group of related acts or omissions; or
  - (c) a series or group of similar acts or omissions; or
  - (d) the same originating cause
- shall be regarded as one **Claim**.

- 3.3 Where the Insured is insured by PAMIA and by the Nominated Fronting Insurer the Limit of Cover stated in the Certificate of Insurance shall apply to all **Claims** against any one or more **Insured** that arise from or are attributable to

- (a) the same act or omission; or
  - (b) a series or group of related acts or omissions; or
  - (c) a series or group of similar acts or omissions; or
  - (d) the same originating cause
- as if there were only one insurance policy in existence.

- 3.4 Unless otherwise stated in the **Certificate of Insurance**, **Defence Costs** and **Disciplinary Costs** shall be payable in addition to the **Limit of Cover**. If a sum in excess of the **Limit of Cover** has to be paid in order to dispose of any **Claim**, **PAMIA's** liability in respect of **Defence Costs** and **Disciplinary Costs** shall be in the same proportion as the **Limit of Cover** bears to the sum paid to dispose of the **Claim**. In the event of **PAMIA** having already indemnified the Insured in respect of **Defence Costs**, **PAMIA** shall be entitled to recover from the **Insured** such proportion of them as may exceed the proportion of the sum paid in order to dispose of the **Claim** as is represented by the **Limit of Cover**.

- 3.5 For the purposes of **Terms of Cover** 3.1, 3.2, 3.3 and 3.4 **Claim** shall include **Mitigation Costs** and any payment sought by the **Insured** pursuant to the cover provided in **Terms of Cover** 1.5, 1.6 and 1.7.

## 4. Deductible

Unless otherwise agreed by **PAMIA** and the **Insured Firm** any and every **Claim** indemnified by **PAMIA** under these **Terms of Cover** will be subject to a **Deductible** which will be stated in the **Certificate of Insurance**.

For the purposes of this **Term of Cover Claim** shall include **Mitigation Costs** and any payment sought by the Insured pursuant to the cover provided in **Terms of Cover** 1.5, 1.6 and 1.7.

## 5. Period of Insurance

5.1 The **Period of Insurance** shall be specified in the **Certificate of Insurance**.

5.2 Each **Period of Insurance** and all **Claims** which under these **Terms of Cover** are made or notified or deemed to be made or notified during such **Period of Insurance** shall attach to the **Policy Year** in which the date of commencement of the said **Period of Insurance** falls.

## 6. Exclusions

6.1 **PAMIA** shall not be liable to indemnify any **Insured** or make any payment to or on behalf of any **Insured** in respect of:

- (a) the **Insured's Deductible**;
- (b) any liability incurred by the **Insured** in breach of **Term of Cover** 9;
- (c) any liability incurred by the **Insured** following a breach of **Term of Cover** 14 where the failure to make a fair presentation does not fall within the proviso to **Term of Cover** 14;
- (d) any liability arising out of the death of or bodily injury or psychological injury to an **Employee** arising out of or in the course of his employment for or on the **Insured Firm's** behalf;
- (e) any liability for causing or contributing to death or bodily or psychological injury or loss of or damage to property, unless arising out of professional advice or omission to perform a professional duty;
- (f) any liability arising from the provision of advice, design or specification where the **Insured** contracts to manufacture, construct, erect, install or supply materials or equipment;
- (g) any **Claim** or liability arising from an agreement by the **Insured** to pay any penalties or liquidated damages to the extent the liability assumed under such agreement would not otherwise have attached in the absence of such agreement;
- (h) any **Claim** or liability arising from any breach of any obligation owed by the **Insured** as employer to any **Employee**;
- (i) loss of or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and/or
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (j) loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- (k) any of the **Insured's** liabilities in respect of the consequence of any **Circumstance**:
- (a) notified under any Insurance which was in force prior to the commencement of the **Insured Firm's** first **Period of Insurance** with **PAMIA**;
  - (b) known to the **Insured Firm** at the commencement of the **Insured Firm's** first **Period of Insurance** with **PAMIA** and which might reasonably be expected to produce a **Claim**.
- (l) any first party liability or loss or expense of any **Insured** except as expressly provided for in these **Terms of Cover**;
- (m) any liability of the **Insured** acting in his capacity as a director (or shadow member or director within the meaning of section 251 of the Insolvency Act 1986) or officer of a company, unless arising out of professional advice or omission to perform a professional duty in the course of the conduct of **Insured Firm's Intellectual Property Business**;
- (n) any liability of the **Insured** in relation to wrongful dismissal, repudiation or breach of an employment contract or arrangement, termination of a training contract, failure to promote, harassment, discrimination or like conduct in relation to any partnership or shareholder contract, agreement or arrangement or the equivalent in the case of a Limited Liability Partnership or a company without share capital, or in relation to any employment, secondment or training contract, agreement or arrangement;
- (o) any liability of the **Insured** in relation to any:
- (a) fine or penalty assessed against the Insured, or
  - (b) award against the Insured of punitive, exemplary, or like damages under the law of the United States of America, other than in respect of defamation.
- (p) any liability whatsoever of the **Insured** arising from a dishonest or fraudulent act or omission committed or condoned by the **Insured** except that no such dishonesty, act or omission will be imputed to (a) any other **Insured** or (b) a body corporate unless:
- (i) in the case of a company it was committed or condoned by all the directors of that company; or
  - (ii) in the case of Limited Liability Partnership it was committed or condoned by all members of that Limited Liability Partnership.

- (q) any actual or alleged breach of the **Insured's** partnership or shareholder contracts, agreements or arrangements including any equivalent agreement or arrangement where the **Insured** is a Limited Liability Partnership or a company with or without share capital (including that relating to any **Predecessor Firm**);
- (r) any (a) trading or personal debt of the **Insured**; or (b) legal liability assumed or accepted by the **Insured** under any contract or agreement for the supply to, or use by, the **Insured** of goods or services in the course the **Insured Firm's Intellectual Property Business**; or (c) guarantee, indemnity or undertaking by any **Insured** in connection with the provision of finance, property, assistance or other benefit or advantage directly or indirectly to that **Insured**;
- (s) unless otherwise agreed by the **Directors** in their absolute discretion any liability in respect of any award requiring repayment, reduction or waiver of any fees in whole or in part and any order in any court proceedings brought to enforce payment of any such award;
- (t) any **Disciplinary Proceedings** arising out of any complaint by one **Insured** against another **Insured**;
- (u) any **Disciplinary Proceedings** arising out of any dishonest, fraudulent, criminal or malicious act or omission of the **Insured**;
- (v) any Claim or liability in respect of which the Insured is indemnified by the Nominated Fronting Insurer and in respect of which the Nominated Fronting Insurer is reinsured by PAMIA

6.2 The following optional exclusions shall apply where specified in the **Certificate of Insurance**.

(a) **US jurisdiction**

**PAMIA** shall not be liable in respect of any **Claim, Defence Costs, Disciplinary Costs**, damages, claimants' costs and expenses and other costs and expenses arising out of any act or omission and brought against the **Insured** in a court of the United States of America, nor judgments or orders obtained in any other court for the enforcement of judgments obtained in a court of the United States of America, whether by way of reciprocal agreements or otherwise.

(b) **Other Agreed Exclusions**

**PAMIA** shall not indemnify the **Insured** in respect of any **Claim, Defence Costs, Disciplinary Costs**, liabilities, costs or expenses as agreed between the **Principal** and **PAMIA**, and specified in the **Certificate of Insurance**.

6.3 **PAMIA** shall not be deemed to provide cover and **PAMIA** shall not be liable to pay any claim or provide any benefit pursuant to these **Terms of Cover** to the extent that the provision of such cover would expose **PAMIA** 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. Claims Made

Cover provided by **PAMIA** shall be on a "claims made" basis, that is, it shall be provided in respect of **Claims** and **Circumstances** first notified by the **Authorised Insured** to **PAMIA** during the **Period of Insurance**.

## 8. Notification

8.1 The **Authorised Insured** shall give notice **in writing** in such form as may be required by **PAMIA** as soon as practicable to **PAMIA** of:

- (a) any **Claim** made against an **Insured** during the **Period of Insurance** relating to risks insured by **PAMIA**; or
- (b) the receipt by an **Insured** during the **Period of Insurance** of notice from any person of any intention to make a **Claim** against the **Insured** relating to risks insured by **PAMIA**.

8.2 The **Authorised Insured** shall give notice **in writing** to **PAMIA** of any **Circumstance** of which an **Insured** shall become aware during the **Period of Insurance**.

8.3 Where notice has been given to **PAMIA** under **Terms of Cover** 8.1 or 8.2, the **Insured** shall provide such further information as **PAMIA** may require and shall report all material developments to **PAMIA**.

8.4 Where **PAMIA** receives a notice under **Terms of Cover** 8.1(b) or 8.2, any **Claim** subsequently made arising from such intention or **Circumstance** shall be deemed to have been made at the date such notice was received.

8.5 The **Authorised Insured** shall forward to **PAMIA** immediately on receipt every claim, writ, summons or process relating to risks insured by **PAMIA**.

8.6 In the event that the **Authorised Insured** commits any breach of the **Authorised Insured's** obligations under **Term of Cover** 8, the **Directors** may in their absolute discretion refuse to indemnify the **Insured** or to make any payment to or on behalf of the **Insured** or to reject any claim by the **Insured** arising out of the event or matter in respect of which the breach was committed, or reduce the sum payable by **PAMIA** in respect thereof by such a sum as the **Directors** in their absolute discretion may determine.

## 9. Admitting and Settling Claims

The **Insured** shall not admit liability to pay or settle a **Claim** for a sum in excess of the **Deductible** without the written consent of **PAMIA**. Unless **PAMIA** otherwise agrees **in writing**, the **Insured** shall not waive any rights of recourse.

## 10. Costs

10.1 The **Directors** may resolve in their absolute discretion to pay the whole or any part of **Defence Costs**, **Disciplinary Costs** or **Mitigation Costs** incurred by the **Insured** in connection with any **Claim** or **Circumstance** in circumstances where **PAMIA** is not liable under these **Terms of Cover**.



## 11. Claims Settlements and Recoveries

- 11.1 **Claims** indemnified by **PAMIA** under these **Terms of Cover** may, if **PAMIA** so decides, be paid before the full extent of the **Insured's** loss in respect of which all or part is indemnified by **PAMIA** has been ascertained.
- 11.2 If, following the payment of any amount by **PAMIA** pursuant to the cover provided to the **Insured** in these **Terms of Cover**, any recovery is made or payment received or benefit by way of set-off is obtained in relation to the **Insured's** liability:
- (a) such recovery, payment or benefit shall be treated as reducing the loss suffered by the **Insured**;
  - (b) the amount due from **PAMIA** shall be reassessed as if it related to such reduced loss; and
  - (c) the **Insured** shall repay to **PAMIA** on demand the amount (if any) by which the original payment exceeds the amount of the reassessed loss.

## 12. Legal and Other Assistance

- 12.1 Without prejudice to any other provision of these **Terms of Cover** and without waiving any of **PAMIA's** rights, **PAMIA** may appoint and employ on the **Insured's** behalf lawyers or other persons for the purpose of dealing with any **Claim** or **Circumstance** notified to **PAMIA**, including investigating or advising upon any such matter, and (in conjunction with or independently of lawyers or other persons appointed or employed by any other insurers) taking or defending legal or other proceedings in connection therewith.
- 12.2 All lawyers and other persons appointed by **PAMIA** on the **Insured's** behalf, or appointed by the **Insured** with the prior consent of **PAMIA**, shall be deemed to have been appointed and employed on the terms that they have been instructed by the **Insured** to give advice and to report to **PAMIA** in connection with the matter without prior reference to the **Insured** and to produce to **PAMIA** without prior reference to the **Insured** any documents or information in their possession or power relating to such matter, all as if such person had been appointed to act and had at all times been acting on behalf of **PAMIA**.
- 12.3 **PAMIA** shall be entitled to take over and conduct in the **Insured's** name the defence or settlement of any **Claim** or to prosecute in the **Insured's** name for its own benefit any claim and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

## 13. False or Fraudulent Claims

If a **Principal** or **Employee** claims an indemnity or any other payment from **PAMIA** pursuant to these **Terms of Cover** knowing the claim to be false or fraudulent as regards amount or in any other way whatsoever, all contracts of insurance between said **Principal** or **Employee** and **PAMIA**, whenever such contracts may have been made, shall thereupon become void vis-à-vis said **Principal** or **Employee** and **PAMIA** shall not be or become liable for any outstanding claims by said **Principal** or **Employee** for an indemnity or any other payment made under any such contracts (including any outstanding claims arising prior to the fraudulent act and/or any claims for which **PAMIA**

has admitted liability, and Sections 12 and 13 of the Insurance Act 2015 are amended to this extent) provided that:

- (a) all claims by **PAMIA** in respect of such contracts of insurance shall remain enforceable; and
- (b) the **Directors** may, upon such terms as they think fit, admit either in whole or in part any claim for which **PAMIA** is under no liability by virtue of the foregoing provisions of this **Term of Cover** or by virtue of any other rule of law.

#### 14. Fair Presentation

In the event of a failure to make a fair presentation by the **Insured Firm** at any renewal:

- (a) **PAMIA** will be entitled to avoid any contract of Insurance between the **Insured Firm** and **PAMIA** where the failure to make a fair presentation was reckless and/or fraudulent on the part of the **Insured Firm**,
- (b) in all other circumstances, **PAMIA** may: (i) avoid any contract of Insurance which it would not have entered into but for the failure to make a fair presentation (ii) treat the contract of Insurance as if it were made on the terms (excluding premium) on which **PAMIA** would have entered into the contract of Insurance but for the failure to make a fair presentation; and/or (iii) reduce proportionately the amount to be claimed on any claim to the extent that **PAMIA** would have charged a higher premium but for the failure to make a fair presentation.

Notwithstanding the above,

any **Insured** not associated or aware of any such failure to make a fair presentation shall still be afforded cover under these **Terms of Covers** for liability they may incur or be responsible for.

#### 15. Duty to Mitigate

It shall be a condition of the cover provided by these **Terms of Cover** that the **Insured** shall do all things reasonably within the **Insured's** power for the purpose of averting or minimising any expense, cost or liability in respect whereof it may be insured by **PAMIA**, but the **Insured** shall not be required to contest any legal proceedings unless a Queen's Counsel (or, by mutual agreement between the **Insured Firm** and **PAMIA** a similar authority), shall advise that such proceedings could be contested with probability of success.

The **Insured** shall give such assistance as **PAMIA** may require. In the event that the **Insured** commits any breach of this obligation, the **Directors** may in their discretion refuse to indemnify any **Claim** or make any other payment pursuant to these **Terms of Cover** arising out of the event or matter, or reduce the sum payable by **PAMIA** in respect thereof by such a sum as they may determine.

#### 16. Double Insurance

If the **Insured**, in addition to being insured by **PAMIA**, is insured by any other person against any of the risks against which said **Insured** is insured by **PAMIA** or would have been so insured by such other person were it not for said **Insured's** insurance with **PAMIA**, the Insurance excludes such risks to the extent to which said **Insured** is or would

have been so insured by such other person.

## 17. Rights to Subrogation against Employees

**PAMIA** shall waive rights to subrogation against any ex-**Employee** of the **Insured Firm** who enters upon freelance technical assistance for the **Insured Firm** in connection with the **Insured Firm's Intellectual Property Business**, unless the **Claim** originated out of dishonesty or fraudulent or criminal or malicious acts or omissions of such ex- **Employee**.

## 18. Effect of Non-Payment of Premiums and Supplementary Premiums

It shall be a condition of the cover provided by these **Terms of Cover** that the **Insured Firm** shall have paid every and all **Premiums** and **Supplementary Premiums** when and as due. Notwithstanding the above the **Directors** may in their discretion accept in whole or in part any claim for an indemnity or any other payment under these **Terms of Cover** by the **Insured** against **PAMIA**.

## 19. Set-off

Without prejudice to any other provision of these **Terms of Cover**, **PAMIA** may set off any amount due from the **Insured Firm** against any amount due to the **Insured**.

## 20. Notice

20.1 A notice required under these **Terms of Cover** to be served on **PAMIA** may be served by sending it through the post in a prepaid letter or by personal delivery or by facsimile transmission addressed to **PAMIA** at **PAMIA's** registered office or by email sent to info@pamia.co.uk.

20.2 A notice required under these **Terms of Cover** to be served on the **Insured** may be served by sending it through the post in a prepaid letter, or by personal delivery or by facsimile transmission addressed to the **Authorised Insured** at the **Authorised Insured's** address which is the **Authorised Insured's** last known address to the knowledge of **PAMIA** or by email sent to the **Authorised Insured** at the email address supplied by the **Authorised Insured** to **PAMIA**.

20.3 Any such notice if served by post shall be deemed to have been served on the day after it was posted, and if served by personal delivery shall be deemed to have been served on the day it was delivered and if by facsimile transmission shall be deemed to have been served on the day on which it was transmitted and if by email shall be deemed to have been served on the day it was sent.

## 21. Disputes

If any difference or dispute shall arise between the **Insured Firm** and **PAMIA** out of or in connection with these **Terms of Cover**:

- (a) The **Authorised Insured** shall request **in writing** the **Directors** to consider or reconsider the difference or dispute and the **Directors** shall so consider or reconsider and respond **in writing** within a reasonable time of receipt of such request,
- (b) If the **Authorised Insured** is dissatisfied with such response such difference or dispute shall be referred to the sole arbitration of a Queen's Counsel or a

professional person of similar standing to be appointed (failing agreement between them) by the Chairman of the Bar for the time being, whose decision shall be final and binding upon both parties or may, at the election of the **Insured** be determined only by the High Court of Justice in England.

## 22. Governing Law and overarching exclusion of the Act

These **Terms of Cover** shall be governed by and construed in accordance with English Law and each of the parties shall be taken to have agreed to submit to the non-exclusive jurisdiction of the English Courts.

## 23. Exclusion of the Insurance Act 2015

Upon its entry into force, in addition to any exclusions or amendments to the Insurance Act 2015 (“the Act”) referred to in these Terms of Cover, the Rules and/or any Certificate of Insurance, the following provisions of the Act shall be excluded from the Rules, the Terms of Cover and/or any Certificate of Insurance between PAMIA and the Insured Firm as follows:

- (1) Section 11 of the Act is excluded. As a result, if the Insured fails to comply with any term in these Terms of Cover, the Rules and/or the Certificate of Insurance, PAMIA’s liability may be excluded, limited or discharged in accordance with such terms notwithstanding that the breach could not have increased the risk of the loss which actually occurred.
- (2) Section 13(A) of the Act, once in force is excluded. As a result these Terms of Cover, the Rules and/or any Certificate of Insurance between PAMIA and the Insured shall not be subject to any implied term that PAMIA will pay any sums due in respect of a claim within a reasonable time save that, upon Section 13(A)’s entry into force, PAMIA may not deliberately or recklessly fail to do so.”

## 24. General Provisions

- 23.1 In the event of any inconsistency between any specific provision of these **Terms of Cover** and the **Memorandum** and the **Articles**, the **Memorandum** and **Articles** shall prevail.
- 23.2 Subject to the **Articles** and as stated herein, these **Terms of Cover** apply to and are incorporated or deemed to be incorporated in every insurance given by **PAMIA**. Each **Insured** shall be deemed to have full knowledge of these **Terms of Cover** and to have agreed that it is in every respect subject to and bound by them and the **Rules** and the **Memorandum** and the **Articles**.
- 23.3 Where under these **Terms of Cover** the **Directors** are entitled to make or pass any decision, determination, declaration or resolution they shall have absolute discretion to make such decision, determination, declaration or resolution as they think fit and shall not be under any obligation to give any reason therefor.
- 23.4 These **Terms of Cover** shall be subject to alteration as provided from time to time in accordance with the **Articles**.
- 23.5 Nothing in these **Terms of Cover** is intended to confer a directly enforceable benefit on any third party other than the **Insured Firm**, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## 25. Definitions

In these **Terms of Cover**, the following words have the meanings set opposite them unless the context requires otherwise:

|                          |   |
|--------------------------|---|
| Agent                    | Any person or firm directly appointed by an <b>Insured</b> .  |
| Affiliate                | Any company or other entity, whether or not with legal personality, which is directly or indirectly under the control or joint control of the Insured Firm. For this purpose, an Insured Firm is deemed to be in control of a company or entity if it (a) owns, directly or indirectly, at least 50 percent of the capital of the company or entity or (b), in the absence of such ownership interest, substantially has the power to direct or cause the direction of the management and set the policies of such company or entity. |
| Articles                 | The Articles of Association for the time being of PAMIA Limited.  |
| Authorised Insured       | The <b>Individual</b> or entity nominated by the <b>Insured Firm</b> who acts on behalf of each and every <b>Insured</b> where provided for in these <b>Terms of Cover</b>  |
| Certificate of Insurance | A certificate issued by <b>PAMIA</b> pursuant to Rule 3.2 including all endorsements thereon.   |
| Civil Liability          | Includes (a) any award of costs by a Regulator and (b) any award of compensation by a Regulator.  |
| Circumstance             | An incident, occurrence, fact, matter, act or omission that may give rise to a <b>Claim</b> .   |
| Claim                    | (a) A demand for, or an assertion of a right to, civil compensation or civil damages or an intimation of an intention to seek such compensation or damages.<br><br>(b) <b>Disciplinary Proceedings</b> and a demand for payment of any costs or compensation order made against the <b>Insured</b> in <b>Disciplinary Proceedings</b> .   |
| Client Advance           | Money which the <b>Insured</b> shall have advanced to an <b>Agent</b> on behalf of any client for the purpose of paying on behalf of such client (a) any renewal fee or (b) for performing any other professional service required by such client.  |
| Client Money             | Money which any client shall have entrusted to the <b>Insured</b> for the purpose of paying on behalf of such client (a) any renewal fee or (b) for performing any other professional service required by such client.  |
| Consultant               | Any person engaged by the <b>Insured Firm</b> or by a Subsidiary or an Affiliate under a contract for services.   |
| Deductible               | The amount stated in the <b>Certificate of Insurance</b> for which  |

the **Insured** is responsible in respect of any one claim made against the **Insured Firm**.

|                          |  |
|--------------------------|--|
| Defence Costs            | <p>Any costs and expenses incurred (a) in the investigation, defence and settlement of a potential <b>Claim</b>, (b) in the defence or settlement of any <b>Claim</b>, (c) in the conduct of any proceedings for indemnity, contribution or recovery relating to a <b>Claim</b> or any other payment made or payable pursuant to these <b>Terms of Cover</b>.</p> <p><b>Defence Costs</b> shall not include remuneration, time or any other associated benefit or overhead of the <b>Insured</b>, nor any Value Added Tax or similar tax to the extent that such tax can be recovered by the <b>Insured</b>.</p> |
| Disciplinary Costs       | <p>Any costs and expenses incurred (a) in the investigation or defence of potential <b>Disciplinary Proceedings</b> or (b) in the defence of <b>Disciplinary Proceedings</b>.</p> <p><b>Disciplinary Costs</b> shall not include remuneration, time or any other associated benefit or overhead of the <b>Insured</b>, nor any Value Added Tax or similar tax to the extent that such tax can be recovered by the <b>Insured</b>.</p>  |
| Disciplinary Proceedings | <p>Any proceedings or charges brought or made against the <b>Insured</b> by a <b>Regulator</b> alleging a breach of the rules of professional conduct imposed upon the <b>Insured</b> by the <b>Regulator</b> the subject matter of which has given rise to a <b>Claim</b> which remains outstanding or is capable of giving rise to a <b>Claim</b>, provided that any claim which has arisen or could arise falls or would fall to be indemnified under these <b>Terms of Cover</b>.</p>  |
| Directors                | The Board of Directors for the time being of <b>PAMIA</b> .  |
| Documents                | Documents (excluding bearer bonds, coupons, shares, bank notes, currency notes stamps and other negotiable instruments) whether in physical or electronic format and including computer system records, which belong to the <b>Insured Firm</b> or for which the <b>Insured Firm</b> is responsible.   |
| Employee                 | Any person under a contract of service with the <b>Insured Firm</b> at the time of any neglect, error or omission giving rise to a Claim or Circumstance.  |
| Insured                  | (a) The <b>Insured Firm</b> , (b) each <b>Principal</b> (or former <b>Principal</b> ) of the <b>Insured Firm</b> , (c) each <b>Employee</b> of the <b>Insured Firm</b> , or of any Subsidiary or Associate named in the Certificate of Insurance (d) any <b>Consultant</b> named in the <b>Certificate of Insurance</b> and (e) any Subsidiary or Affiliate named in the Certificate of Insurance  |



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| Insured Firm                   | The person or firm including any <b>Predecessor Firm</b> named in the <b>Certificate of Insurance</b> as an <b>Insured Firm</b> .  |
| In writing                     | Visibly expressed in any mode of permanently representing or reproducing words, including facsimile transmission, email and other electronic formats.  |
| Intellectual Property Business | The provision of services relating to Intellectual Property Rights by the Insured to another party, including services of advice, acquisition, prosecution, maintenance/renewal, enforcement, defence, opposition, consulting, support, formalities, search, administration, drafting of documents, and/or ancillary services.   |
| Intellectual Property Rights   | Rights, whether legally validly protectable or not, anywhere in the world, conferred on intangible matters generally known as intellectual property, including: inventions, designs, copyright works, trademarks, domain names, company names, plant varieties, databases, performances, encryptions, hallmarks, personal data, trade secrets, confidential information, know-how, goodwill, designations of origin, geographical indications, traditional speciality guarantees, and the like, and including claims and rights related to: passing off, counterfeiting, grey imports, comparative advertising, advertising standards, labelling, unfair competition and the like. |
| Limit of Cover                 | The amount as specified in the <b>Certificate of Insurance</b>   |
| Managers                       | The Managers for the time being of <b>PAMIA</b> .  |
| Memorandum                     | The Memorandum of Association of <b>PAMIA</b> .  |
| Mitigation Costs               | Costs and expenses of measures taken to prevent, limit or mitigate the amount of the <b>Insured's</b> potential liability in respect of a <b>Claim</b> which is covered or potential <b>Claim</b> which would be covered by these <b>Terms of Cover</b> .<br><br><b>Mitigation Costs</b> shall not include remuneration, time or any other associated benefit or overhead of any Insured, nor any Value Added Tax or similar tax to the extent that such tax can be recovered by the Insured.  |
| Nominated Fronting Insurer     | UK P&I Club N.V. and/or such other company as PAMIA may nominate from time to time   |
| PAMIA                          | PAMIA Limited  |
| Period of Insurance            | The period referred to in <b>Term of Cover 5.1</b>   |

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| Policy Year           | A year from 0000 hours GMT on 1 <sup>st</sup> July to 2400 hours GMT on the next following 30 <sup>th</sup> June thereafter.  |
| Predecessor Practice  | A person or Firm to which the <b>Insured Firm</b> succeeded to the whole or part of its business as specified on the <b>Insured Firm's Certificate of Insurance</b> .   |
| Premium               | In relation to any contract of <b>Insurance</b> between the <b>Insured Firm</b> and <b>PAMIA</b> the amount agreed between the <b>Insured Firm</b> and the <b>Managers</b> pursuant to <b>Rule 5</b> .  |
| Principal             | Where the <b>Insured Firm</b> is or was (a) a sole practitioner, that practitioner, (b) a partnership, each partner, (c) a company, each director and (d) a Limited Liability Partnership, each member of that Limited Liability Partnership.   |
| Regulator             | The Chartered Institute of Patent Attorneys, The Chartered Institute of Trade Mark Attorneys, The Controller of the Irish Patents Office, The Institute of Professional Representatives before the European Patent Office, The Office for Legal Complaints and any successor organisations.   |
| Rules                 | The Rules of <b>PAMIA</b> as from time to time amended and for the time being in force.   |
| Subsidiary            | A company of which the Insured Firm is a shareholder or member and which the Insured Firm (a) controls alone, pursuant to an agreement with other shareholders, a majority of the voting rights in it or (b) has the right to nominate, appoint or remove a majority of its management team or board of directors and shall include a company which itself is a Subsidiary of a Subsidiary. |
| Supplementary Premium | A <b>Supplementary Premium</b> payable pursuant to Rule 6<br><br>Words importing the singular number only shall include the plural number and vice versa.<br><br>Words importing the masculine gender shall also include the feminine.  |

## 26. Data Protection

PAMIA will process all personal data provided by you in accordance with current UK data protection legislation.



PAMIA will use your personal data for the purposes set by this policy and to enable Thomas Miller to monitor performance, conduct business and fulfil all legal, regulatory and contractual obligations.

As part of PAMIA processing, it is sometimes necessary to share your personal information with other organisations. PAMIA will only share your personal data with other organisations that are necessary for the execution of processing that support the purposes set by this policy.

Your personal data collected by PAMIA may be stored and processed in the United Kingdom or another country in which PAMIA or associated third parties maintain facilities. Should PAMIA need to transfer your personal data as part of processing associated with this policy, PAMIA will take all reasonable measures to ensure that transfers of your personal data only go to third parties that also comply with current UK data protection legislation or there is a lawful circumstance allowing the transfer.

Your personal data is required for communication and setting up and operating a contractual agreement to provide products, services and process claims. Without your personal data PAMIA will not be able to communicate with you, enter into a contractual agreement with you and perform all necessary processing associated with the performance of this policy.

Should you need to send additional personal data or sensitive personal data (e.g. medical records) for any other party covered by this policy, you guarantee and, if necessary demonstrate, that you have the consent of the individual(s) to transfer their personal data to us so that we can process it lawfully.

You have rights regarding the personal data PAMIA holds about you. Your rights are shown on web page <https://www.pamia.co.uk/cookie-privacy-policy/>.

For more detailed information about how PAMIA processes your personal data, please visit web page <https://www.pamia.co.uk/cookie-privacy-policy/>.

## 27. Endorsements

### Endorsement No. 1 Cyber Risks Endorsement – Limited Exclusion

It is hereby understood and agreed the following:

1. A **Claim** in respect of any covered **Civil Liability** or other covered loss arising out of or in connection with a **Cyber Act** or a **Cyber Incident** will be payable subject to all of the terms, conditions and exclusions of this policy and any other endorsement attaching hereto.
2. Notwithstanding the provisions set out in 1 above, this policy does not cover:
  - 2.1 any regulatory investigation, hearing, examination, inquiry or like proceeding by the Information Commissioner's Office (or equivalent body in any jurisdiction) or any fines or penalties imposed or levied against the **Insured** as a result of a **Cyber Act** or a **Cyber Incident**;
  - 2.2 any costs or expenses of whatsoever nature incurred by the **Insured** to notify individual data subjects following the actual or suspected access to or acquisition of personal data or equivalent data in any jurisdiction-resulting from a **Cyber Act** or a **Cyber Incident**. This includes, but is not limited to, the cost of crisis consultancy; legal advice and services; print and mailing; contact centre services; the provision of any identity/credit protection product or service.

#### Definitions applicable to this Endorsement

- **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- **Cyber Incident** means:
  - (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- **Insured** shall have the meaning given to that term in this policy.
- **Civil Liability** shall have the meaning given to that term in this policy.
- **Claim** shall have the meaning given to that term in this policy.