

Inadvertent Non-Disclosure Endorsement

We will not exercise our right to avoid this policy where it is alleged that there has been

- (i) non-disclosure or misrepresentation of facts and /or
- (ii) incorrect particulars or statements
- (iii) non-disclosure of information which is likely to give rise to a Claim

provided always, that You shall establish to Our reasonable satisfaction, that such alleged event was free of any fraudulent conduct or intent to deceive.

However, in any case of a Claim first made against You during the Period of Insurance where

- (a) You have previous knowledge of the Circumstances which could give rise to such a Claim and
- (b) You should have notified the same under any preceding insurance, then, where the indemnity or cover under this policy is greater or wider in scope than that to which You would have been entitled under such preceding insurance (whether with other Insurers or not), We shall only be liable to afford indemnity to such an amount and extent as would have been afforded to You by such preceding insurance.

Where the alleged non-disclosure has resulted in prejudice to the handling or settlement of any Claim, the indemnity afforded by this policy in respect of such Claim (including costs and expenses) shall be reduced to such amount as in Our reasonable opinion would have been payable by Us in the absence of such prejudice.

In the event of any dispute or disagreement between Us and You regarding the application of the conditions of this extension, such dispute or disagreement shall be referred by either party for arbitration to any person nominated by the President for the time being of any professional body or trade association of which You are a member.

All other policy terms, conditions, limitations and exclusions remain unaltered.