



## DUAL EVOLUTION (Information Technology)

### Schedule

This is a claims made Certificate. Except as otherwise provided herein, this Certificate covers only *Claims* first made against the *Insured* during the *Certificate Period*. All words in italics within the Certificate or this schedule shall have the meaning given to them in Section 5 of the Certificate entitled "Definitions".

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<b>Certificate Number:</b>	«PolicyRef»
<b>Date:</b>	«BoundDate»
<b>Insured:</b>	«InsuredName»
<b>Address:</b>	«InsuredAdd1 » «InsuredAdd2Remove» «InsuredAdd2» «InsuredCity» «InsuredStateRemove» «InsuredState» «InsuredPostcode» «InsuredCountry»
<b>Professional Business:</b>	As defined in the Proposal Form dated «ProposalFormDate»
<b>Certificate Period:</b>	From: «PolicyInceptionDate»                      To: «PolicyExpiryDate» «CertificatePeriodText»
<b>Indemnity Limit:</b>	«InvCurr»                      «TableStart:Coverage» «CoverageLimit» «TableEnd:Coverage» «AggregateOrAnyOneClaim» All <i>Claims</i> arising from one and the same act, error or omission or any series of acts, errors or omissions arising out of the same cause, or the acts, errors or omissions of one person or persons acting together, or in which such person or persons is/are concerned or implicated shall be deemed to be one <i>Claim</i> .
<b>«Aggregate» Aggregate:</b>	Total aggregate liability for all <i>Claims</i> , <i>Costs</i> and other costs and expenses shall not exceed the <i>Indemnity Limit</i> during the <i>Certificate Period</i>
<b>Excess:</b>	«DeductibleAmount    «DeductibleText» »
<b>Retroactive Date:</b>	«RetroactiveDate»
<b>Premium (100%): Hereon: Premium:</b>	«InvCurr» «Premium100»    For the <i>Certificate Period</i> «InvCurr»                      For the <i>Certificate Period</i> «BoundPremium»
<b>Plus Tax/Stamp Duty:</b>	«InvCurr» «BoundTax» «FeesRemove»
<b>«TableStart:Fees» «FeesName»:</b>	«InvCurr» «FeesAmount» «TableEnd:Fees»

The Premium shall be payable within «TermsOfTrade» days as described in the attached Premium Payment Clause.

<b>Jurisdiction:</b>	«Jurisdiction»
<b>Geographical limits:</b>	«GeographicalLimits»
<b>Law &amp; Jurisdiction:</b>	«LawJurisdiction»
<b>Date of Proposal:</b>	«ProposalFormDate»
<b>Date of Declaration:</b>	«DeclarationDate»
<b>Certificate Wording:</b>	EV ITEC 2010 The contents of this Schedule together with the Statements made in the <i>Proposal</i> for this insurance form an integral part of the attached Certificate.
<b>Endorsements attached at Inception:</b>	As per Wording, plus Premium Payment Clause Patent Exclusion «EndtsRemove»
<b>Endorsements attached at Inception:</b>	As per Wording, plus Premium Payment Clause Patent Exclusion «NoEndts» «TableStart:Endorsement»«EndorsementTitle»«TableEnd:Endorsement»
<b>Subject to:</b>	See attached Subjectivity Endorsement «SubjsRemove»

### **Premium Payment Clause**

Notwithstanding any provision to the contrary within this Certificate or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The insured entity stated in the Schedule undertakes that premium will be paid in full to the insurer within «TermsOfTrade» days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to the insurer within «TermsOfTrade» days of inception of this contract (and, in respect of instalment premiums, by the date they are due) the insurer shall have the right to cancel this contract by notifying the insured entity stated in the Schedule via the broker in writing. In the event of cancellation, premium is due to the insurer on a pro rata basis for the period that the insurer are on risk but the full contract premium shall be payable to the insurer in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that the insurer shall give not less than 15 days prior notice of cancellation to the insured entity stated in the Schedule via the broker. If premium due is paid in full to the insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

**Patent Exclusion**

Notwithstanding anything contained to the contrary in the Certificate, it is agreed that no cover is provided for any *Claim* made against the *Insured* arising out of any actual or alleged breach of patent.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this Certificate shall have full force and effect.