

Innocent non-disclosure endorsement

General Condition 10 ('Waiver of right to avoid') shall not apply to this Certificate and shall be replaced by the following:

10 Waiver of right to avoid/decline

We will not exercise any right to avoid this Certificate for non-disclosure or misrepresentation, or to decline to indemnify **You** on the basis of any failure to comply with Claims Condition 1 of this Certificate, provided always that:

10.1 **You** can establish to **Our** satisfaction that such non-disclosure or misrepresentation was innocent and free of any negligent conduct or fraudulent conduct or intent to deceive; and

10.2 the premium and terms and conditions of this Certificate shall be adjusted at **Our** sole discretion to those that would have applied had full and accurate disclosure been provided to **Us** at the relevant time; and

If such non-disclosure or misrepresentation consists of or includes a failure to inform **Us** of any related claim or **Circumstance** then Exclusion 15 shall not apply provided always that:

10.3 there was a valid insurance in place immediately preceding the date of commencement of the **Period of Insurance** and at the time that **You** should have notified the matter; and

10.4 if the claim or **Circumstance** should have been notified under a preceding insurance then, where this Certificate affords greater or wider cover than that to which **You** would have been entitled under the preceding insurance, **We** shall only be liable to indemnify **You** to the extent that you would have been entitled under the preceding insurance

In addition, where **We** waive any right to avoid or to decline to indemnify then:

10.5 in the event that **We**, in **Our** sole opinion, believe that **You** have prejudiced the handling or settlement of any claim then the amount payable by **Us** (including **Defence costs and expenses**) in respect of that claim will be reduced by such an amount as **We** think would have been payable in the absence of such prejudice.