

ARMD

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Welcome to ARMD Tools In Transit Insurance

This terms and conditions document sets out **your insurance** contract for **Tools in transit** cover. Please read it carefully along with **your policy schedule** and keep them in a safe place. This is important, as the agreement to insure **you** is based on this information.

This policy is designed to meet the needs of commercial sole traders and/or businesses requiring insurance cover on a market value basis for any **damage** or loss to **tool(s)** and **employee personal effects** following fire, theft or attempted theft from either the locked **vehicle** or from your secure **home / business premises**.

ARMD is a trading name of Advent Solutions Management Limited (ASM) which is authorised and regulated by the Financial Conduct Authority with Financial Reference Number 308751. Accelerant Insurance UK Limited. Accelerant Insurance UK Limited is an insurance company and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm reference number: 207658). It is registered in England and Wales with company number 03326800 and has its registered office address at One Fleet Place, London, EC4M 7WS and its trading office address at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB, England.

The cover is provided following the payment of **your** premium, as detailed in **your policy schedule**.

ARMD does not make personal recommendations as to the suitability of the policy. This means that **you** are responsible for deciding whether the policy is suitable for **your needs**.

Important words in this policy document are defined under 'Definitions'. If a word has a defined meaning it will be **highlighted in bold** and will have the same meaning across this policy document.

Your duty to make a fair presentation

We have relied on the information **you** have provided to **us** through **your Insurance Broker** in setting the terms and premium for this policy. **You owe us** a duty of fair presentation under the Insurance Act 2015. To comply with this duty, it is very important that:

- **You** provide **us** with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to **you** (including information held by third parties, such as agents, service providers or anyone insured by the policy);
- the information **you** provide, including **your** answers to any proposal form, statement of fact and all other information **you** provide, is correct, complete and free of any misrepresentation;
- any statements of opinion, expectation or belief are made in good faith.

Your duty of fair presentation applies at commencement, renewal and whenever making any changes to **your** policy. If **you** breach **your** duty of fair presentation, **you** may adversely affect **your** policy and **your** ability to make any claim:

1. If **your** breach is deliberate or reckless and **we** show that if **you** had complied with **your** duty **we** would not have entered into this policy, or would only have done so on different terms, **we** will be entitled to treat this policy as if it had never existed, refuse to pay all claims, reclaim any sums paid to **you** and need not return the premium paid;
2. If **your** breach is neither deliberate nor reckless and **we** show that if **you** had complied with **your** duty:
 - a. **We** would not have entered this policy, **we** will be entitled to treat this policy as if it had never existed, refuse to pay all claims, reclaim any sums paid to **you** and return the premium paid;
 - b. **We** would only have entered this policy on different terms, **we** will be entitled to:
 - i. treat this policy as if it had been entered into on those different terms;
 - ii. reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
3. **We** and/or **your** insurance adviser, will write to **you** if **we** intend to treat **your** policy as if it never existed or amend the terms of **your** policy.
4. **You** will confirm **your** acceptance of any amended terms within thirty (30) days of being notified of such changes by **us** and/or **your** insurance adviser.

Policy Cancellation

You may cancel the insurance, without giving reason, by sending **your Insurance Broker** notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents if **you** are a new customer or 14 days from the renewal date if **you** are an existing customer. On receipt, by **your Insurance Broker**, of **your** written notice of cancellation **you** will receive a full refund of all premium paid provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

If a claim has been made by **you**, **we** will not refund any premium. If **you** do not exercise **your** right to cancel during the 14-day cooling-off period, **your** policy will continue as normal.

If **you** cancel **your** monthly payment this does not mean that **you** have cancelled **your** policy.

Cancellation by you after the cooling-off period

If **you** wish to cancel **your** insurance after the initial 14-day withdrawal period, **you** can do so in writing. **You** can notify your Insurance Broker using their contact details, provided when you purchased your policy from them.

If **you** pay **your** premium monthly, **your** policy will be cancelled at the next monthly anniversary of the date **your** policy commenced. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received. If **you** cancel **your** monthly payment this does not mean that **you** have cancelled **your** policy.

If a claim has been made by **you**, **we** will not refund any premium.

If **you** pay **your** insurance premium annually and providing no claim has been made and **you** do not intend to make a claim under this insurance, **you** will receive a proportionate refund of premium based on the unused period of cover under the policy. Policy cover will cease from the date **your Insurance Broker** receives **your** cancellation instructions or from a later date at **your** request.

Details of fees that apply to cancellations are detailed in the terms of business agreement issued by your Insurance Broker which are provided with this policy.

Cancellation by us

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance contract by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address and/or e-mail address by **your Insurance Broker**. Valid reasons may include but are not limited to:

- where **we** reasonably suspect fraud
- non-payment of premium
- threatening and abusive behaviour
- non-compliance with policy terms and conditions
- **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out. In the event of fraud, **we** may recover any sums paid to **you** in respect of the claim.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Insurance Act 2015. In the event of policy cancellation, an administration fee may be applied as detailed in the terms of business agreement issued by your Insurance Broker.

Policy renewal

We will contact **your Insurance Broker** approximately 30 days before **your** renewal and offer to renew **your** policy. If **we** do not receive an instruction from **your Insurance Broker** to renew **your** policy cover will finish on the expiry date of the existing policy.

Definitions

Business Premises	Immovable retail premises where your business activity is carried out on a permanent basis.
Loss or damage	Loss of, or physical harm to the specified item that impairs its value, usefulness, or normal functioning. Wear and tear, electrical or mechanical malfunction, or damage caused by use of the item for a purpose for which it was not designed is not included.
Demonstration Goods	Tools which are being sold and are used for testing or demonstration.
Employee	Any person who was, at the time of the any insured event , under a contract of employment, service (such as a sub-contractor) or apprenticeship with you , whilst performing work for your business.
Employee's Personal Effects	Personal items ordinarily worn or carried by your employee outside of the employee's home on a day-to-day basis, including keys and clothing and excluding items used for business use. This cover excludes all mobile telephones, laptops, tablets, gadgets, credit/debit/store cards, cash, vouchers, cheques, travellers' cheques, and any other document or instrument representing money or an ownership interest in money or valuable property, jewellery, precious stones, watches.
Excess	The amount you must pay towards any claim under this policy.
Home	The location listed as your home address on the policy schedule including the garage/locked compound at the home address.
Insurance Broker	The Insurance Broker that you incepted this policy with.
Insured event	The circumstances that give rise to a claim under this policy, specifically, accident, fire, theft or attempted theft.
Locked Building	A permanent sealed structure made of brick, stone or concrete where the entry and exit doors are protected as a minimum by a minimum 5 lever mortice deadlock.
Own Property	Tools , tool boxes, goods, test or Demonstration Goods and equipment fixed to the fabric of your Vehicle which does not form part of the Vehicle belonging to You or hired, leased or loaned to You and appertaining to Your Business

Period of insurance	The cover dates specified in the policy schedule .
Policy Schedule	The schedule of insurance which accompanies this document, detailing the Policyholder , dates of cover, excesses and total sums insured.
Sole Trader	The sole owner of a business, meaning the owner and the business is one combined legal and financial entity.
Vehicle	Any vehicle(s) , used for the carriage of Own Property which may be specified in the policy schedule .
Territorial limits	United Kingdom.
Tools	Moveable tools used solely in connection with your business, including power tools, hand tools, light machinery and equipment.
Total sum insured	The total sums insured as detailed in your policy schedule – the maximum amount we will pay for any claim or series of claims arising from one insured event .
Unattended	Where neither You nor any Employee are in a position to keep the Own Property safe and secure and at the same time have a reasonable prospect of preventing any unauthorised interference with the Own Property .
We, Us, Our	Advent Solutions Management Limited (ASM) trading as ARMD and Accelerant Insurance UK Limited.
You, Your, Policyholder	The person or business named as the policyholder on the policy schedule .

What is covered

You are covered up to the **total sum insured** shown on your **policy schedule**, less any deduction for age where necessary, for **loss or damage to your own property** caused by an **insured event** from either the **vehicle** or from **your home** or **business premises** occurring within the **territorial limits** during the **period of insurance**.

You are also covered up to the **total sum insured** shown on your **policy schedule**, less any deduction for age where necessary, for **loss or damage to your own property** caused by an **insured event** occurring whilst:

- a) being loaded, carried or unloaded from a **vehicle**, or
- b) stored off a **vehicle** in a **locked building**

Employee's Personal Effects

We will cover **you** for **loss or damage to your employee's personal effects** caused by an **insured event** whilst being loaded, carried or unloaded from a **vehicle** with a maximum claim limit of GBP 350 per **insured event**.

Demonstration Goods

We will pay up to the **vehicle** limit shown in the **policy schedule** for **loss or damage to demonstration goods** caused by an **insured event** whilst at **your** customer's premises for the purposes of a demonstration by **you**.

What we will pay

The amount **we** will pay is determined by the **total sum insured** in the **policy schedule** provided by **you**. **You** will be asked to provide original evidence of ownership in the event of a claim in the form of a purchase receipt or financial transaction. As this is a market value policy **you** were asked to provide the age adjusted value when **you** purchased this policy which means the policy covers the cost to replace the item(s) with an item of the same age and condition.

If **you** have provided the original new purchase price of **your own property** as the **total sum insured**, the settlement amount will be adjusted for depreciation by the percentage shown in the table below:

Age at time of loss	Depreciation deduction
Less than one month	0%
1-12 Months	-10%
Over 12 months and one day up to 24 Months	-20%
Over 24 and one day up to 36 Months	-30%

Over 36 months and one day and up to 48 Months	-40%
Over 48 months	-50%

Once **we** have validated and decided how to settle **your** claim, **we** will pay in one of the following ways:

- The cost of repairing **your own property**
- The cost to replace any damaged part of **your own property**
- The value of a replacement with an item of the same age and condition if **your own property** can't be recovered or economically repaired.

The maximum **we** will pay for each **insured event** is the **total sum insured** less the age-related deduction shown above and any **excess** payment due.

You must take all reasonable precautions to prevent and/or mitigate any **loss or damage to your own property**. Failure to do so may invalidate **your** policy or result in **your** claim being rejected or the claim settlement being reduced.

Where a claim under **your** policy is or would be covered by any other insurance policy **you** have a duty to disclose this to **us**. **We** will only cover **you** in respect of any amount beyond that which would have been payable under other insurance(s) had **your** policy with ARMD not existed.

What is not covered

- Theft or attempted theft of your **own property** whilst unattended unless left in the **vehicle** or **your home** or **business premises** or secured in a **locked building**, where the contents are not visible and all windows, doors and openings are properly locked and any alarm is set.
- Theft where there is no evidence of forcible and violent entry.
- **Loss or damage** whilst **your own property** is in use, or located outside of the **vehicle** or **your home** or **business premises** or not secured in a **locked building**.
- Theft or attempted theft, from the **vehicle** when parked outside business hours at **your home** or **business premises** unless parked on **your** driveway, in **your** garage, on private secure land, a locked compound or on a road close to **your home** or **business premises**. If **you** are staying at a hotel then the **vehicle** must be parked in the hotel car park, a secure car park or in a road close to the hotel.
- **Loss or damage** to **your** belongings not used exclusively for **your** business; also cash, mobile telephones, smartphones, laptops, tablets, smart watches and any property of a similar nature.
- **Your own property** whilst being driven, towed, erected, dismantled, or tested.
- Wear and tear, electrical or mechanical breakdown of **your own property**
- **Loss or damage** caused by or arising from confiscation, requisition or order of any government or other officials or authorities.
- The first GBP 150 of each and every claim (**your** policy **excess**).
- Any expense incurred as a result of not being able to use the **tools** or any loss other than the repair or replacement cost of the **tools**.
- Equipment that is borrowed, leased, or hired and not owned by you.
- Any item where **you** cannot prove **your** ownership.

- If, at the time of the **insured event**, **your own property** is valued in excess of the **total sum insured**, then **we** will only pay for the **loss or damage** to the same proportion. For example, if the **total sum insured** only covers one third of the cost of replacing **your own property** **we** will only pay one third of the claim.
- Please also see additional exclusions at the end of this policy document.

General Conditions

All vehicle owned/operated by You

If the **Schedule** specifies the number of **Vehicles** owned or operated by **You** and at the time of an **Event** giving rise to a claim under this policy **You** own or operate more **Vehicles** than shown, **We** will not pay more than the proportion of the claim that the number of **Vehicles** specified bears to the actual number of **Vehicles** owned or operated by **You**.

Total Sum Insured

The **Total Sum Insured** that **You** select must represent the full value of the **Own Property** carried on each **Vehicle** calculated in accordance with the Settlement Clause on page 7 of this policy. If **We** have reason to believe that the **Total Sum Insured** is less than the actual value of **Own Property** carried then **We** will reduce the value of any claim that **We** pay by the difference that the proportionate value of the **Total Sum Insured** represents to the total value of **Own Property**.

Claims Procedure

All claims must be notified promptly following the **insured event**, using the contact details shown in the **policy schedule**. **You** must notify the police of any theft, malicious damage or other crime involving theft, vandalism or any malicious or criminal act.

You must provide all information and documents that **we** may reasonably require to assess **your** claim.

Subrogation

If we make a payment to **you** under this policy, **you** must allow **us** to take in **your** name all the steps necessary to enforce **your** rights against any other party, including the defence or settlement of any claim or the pursuit of a claim in **your** name and **we** will pay the reasonable costs and expenses involved.

Fraudulent Claims

If **you** make a fraudulent claim under this policy, **we**:

- i. shall not be liable to pay such claim;
- ii. may recover from **you** any sums paid by **us** in respect of the claim; and
- iii. may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent claim.

If **we** do treat the contract as having been terminated, **we**:

- i. may refuse all liability to **you** under the policy in respect of any claim after the time of the fraudulent act; and
- ii. need not return any of the premium.

Treating the policy as having been terminated under this section does not affect the rights and obligations of the parties with respect to notice of a claim given before the time of the fraudulent claim.

Complaints Procedure

We are dedicated to providing a high-quality service and **we** want to ensure that **we** maintain this at all times. However, in the event, that **you** wish to make a formal complaint **you** should contact **us** using one of the following options:

- a) In writing (letter or email) to the address shown below; or
- b) By telephone to the telephone number shown below.

Head of Compliance, Advent Solutions Management Ltd, 4th Floor, 107 Fenchurch Street, London, EC3M 5JF.

Email: complaints@advent.global

Tel +44 (0)20 7648 4350

We will review **your** complaint and **we** will investigate the circumstances regarding **your** complaint and write to **you** within fourteen (14) calendar days with a response.

If **you** are not satisfied with the response or have not received a response from **us** within fourteen (14) calendar days, **you** are entitled to refer the matter to the Financial Ombudsman Service.

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Tel: 0800 023 4567 (free phone for UK callers)

Web: www.financial-ombudsman.org.uk

Please remember that **you** will have to refer **your** complaint to the Financial Ombudsman Service within 6 months of receiving our final response.

Making a complaint will not affect **your** legal rights including to have a dispute resolved through the courts as provided below. If **you** appoint someone to act on **your** behalf or if **you** ask someone else to act on **your** behalf **you** should provide **us** with written authority to allow **us** to deal with them. **We** will not pay their costs.

Disputes and Applicable Law

This policy is governed by English Law.

Any dispute between **you** and **us** as to the interpretation of this policy may be dealt with through the courts, and if so, exclusively by the courts of England & Wales.

The Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

General Data Protection Regulations

As **your** insurer and a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** insurance broker on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to meet **our** contractual obligations to **you**, issue **you** this insurance policy, deal with any claims or requests for assistance that **you** may have, service **your** policy (including claims and policy administration, payments and other transactions); and, detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed and to protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies may be based outside of the United Kingdom or the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure. **We** will not share **your** information with anyone else unless **you** agree to this, or **we** are required. If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints Team to do this.

The personal Information **we** have collected from **you** may be shared with fraud prevention agencies and industry databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information may be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <https://www.cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy/>.

Processing your data

Your data will generally be processed on the basis that it is necessary for the performance of the contract that **you** have with **us**, is in the public or **your** vital interest or for **our** legitimate business interests. If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities. **We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact **us** by email, telephone or in writing using the following details: Email address: customersupport@armd.uk / 0204 5386212 / ARMD, 4th Floor, 107 Fenchurch St, London, EC3M5JF

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate. If **you** wish to do so, in the first instance contact the party who arranged this policy for **you**. If **you** are unhappy with the way in which **your** personal data has been processed, please contact **our** Complaints Team using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found here <https://ico.org.uk>.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Contracts (Rights of Third Parties) Act

A person or company 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, but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

Sanctions Suspension Clause

It is a condition of this insurance, and the insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, 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. Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion 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 organization(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 exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused

by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NCBR Terror Exclusion

Any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination shall be excluded.

Cyber Exclusion

Notwithstanding any provision to the contrary herein or any endorsement thereto, it is understood and agreed as follows:

This Agreement does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Notwithstanding the foregoing, this Cyber Exclusion above will not apply to affirmative Cyber coverage provided under Original Policies provided however that Ultimate Net Loss recoverable hereunder for such Members shall be subject to a maximum aggregate sublimit of EUR 5,000,000.

Definitions applicable to this exclusion

“Electronic Data” means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

“Computer Virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to ‘Trojan Horses’, ‘worms’ and ‘time or logic bombs’

Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows, Should electronic data processing media insured by this Agreement suffer physical loss or damage insured by this Agreement, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of

valuation shall be the cost of the blank media. However, this Agreement does not insure any amount pertaining to the value of such ELECTRONIC DATA to the assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Sanctions Exclusion

No reinsurer shall be deemed to provide cover and no reinsurer 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 reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.

Nuclear Energy Risks

This Agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or by way of reinsurance and / or via Pools and / or Associations.

For all purposes of this Agreement Nuclear Energy Risks shall mean all first party and / or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:

All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for the generation of nuclear energy or the Production, Use or Storage of Nuclear Material. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association. The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material. Except as undernoted, Nuclear Energy Risks shall not include:

Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).

Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above. Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material. However, the above exemption shall not extend to: The provision of any insurance or reinsurance whatsoever in respect of: Nuclear Material, any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.

The provision of any insurance or reinsurance for the under noted perils:

fire, lightning, explosion, earthquake, aircraft and other aerial devices or articles dropped there from, irradiation and radioactive contamination, any other peril insured by the relevant local Nuclear Insurance Pool and / or Association, in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property. Definitions applicable to this exclusion

"Nuclear Material" means: nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and

Radioactive Products or Waste. "Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means: any Nuclear Reactor, any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means: for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause CL 370 & NMA 1622:

This clause shall be paramount and shall override anything contained in this Agreement inconsistent therewith. In no case shall this Agreement cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared,

carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. Any chemical, biological, bio-chemical, or electromagnetic weapon.

Asbestos Exclusion:

It is hereby understood and agreed that this Agreement shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever form or quantity.

Communicable Disease

Notwithstanding any provision to the contrary within this Agreement, within any endorsement to this Agreement or within any extension to this Agreement, this Agreement and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

Coronaviruses; and Coronavirus disease (COVID-19); and Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and any mutation of or variation of a), b) or c) above; and any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto. However, subject to the sub-limit stated in the Risk Details above, this exclusion will not apply in respect of these classes ("Classes"): Employer's Liability, Medical-Malpractice, Professional Indemnity & Professional Liability, Employment Practice Liability, Surety & Fidelity, Directors & Officers / Fiduciary Liability, A&H including: Absence/Travel/ PA. Other non-property classes where this exclusion is inapplicable under applicable Law or (re)insurance custom and practice.

Further provided however that Ultimate Net Loss recoverable hereunder for such Classes in respect of Communicable Disease shall be subject to a maximum aggregate sublimit of EUR10,000,000 or equivalent in other currencies at the rate of exchange used in the Reinsured's books (for 100%)