

Tokio Marine Kiln UAS Insurance Policy

Notices

Documentation

This document, the **schedule** and any **endorsements** attaching to this document and / or **schedule** constitute the **policy**, which is the insurance contract and sets out the terms of this insurance between **you** and the **insurer**.

Your compliance with Policy Terms

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may result in **your** claim being refused or reduced where that claim has been affected by **your** failure to comply.

Defined Terms

Certain words or phrases in this **policy** have specific meaning as defined within this **policy** and wherever these words appear in bold in this **policy** the defined meanings shall apply. These defined words or phrases can be found under the Definitions **section** of this **policy**.

Understanding this Policy

This **policy** must be read by **you** in its entirety as conditions, exclusions and other limitations apply.

The **policy** is made up of different classes of insurance, which are set out in separate **sections** of this **policy** with specific terms applying to each **section** separately in addition to general terms applying to all the **sections**.

Your attention is also drawn to the warranties contained in this **policy** (see Warranties applicable to this Policy at the end of this **policy**).

The cover **you** have purchased or not purchased under this **policy** is shown in the **schedule**.

You must ensure that the cover **you** have purchased under this **policy** is adequate for **your** needs.

If **you** think there is a mistake in or a change needs to be made to this **policy**, then **you** must as soon as reasonably practicable notify **your insurance broker**.

How to make a Claim

You must give notice as soon as reasonably practicable of any claim or potential claim or **occurrence**, incident or circumstances likely to give rise to a claim under this **policy** to the **insurer** via **your insurance broker**.

In all cases **you** shall:

- (i) provide full particulars in writing of such claim or potential claim or **occurrence**, incident or circumstances likely to give rise to a claim and as soon as reasonably practicable forward any letters or documents relating thereto comprising of all log books and other records in connection with the **UAS** and / or **UAS spares**;
- (ii) give notice of any impending prosecution;

- (iii) render such further information and assistance as the **insurer** may reasonably require;
- (iv) not act in any way to the detriment or prejudice of the interests of the **insurer**; and
- (v) not make any admission of liability or payment or offer or promise of payment without the written consent of the **insurer**.

In the event of theft of the **UAS** or **UAS spares** which is likely to give rise to a claim under this **policy**, **you** must also report details to the police as soon as reasonably practicable and provide a copy of the official police report / crime number to the **insurer** at the time of claim. If the **UAS** or **UAS spares** is / are found undamaged before the **insurer** has paid any claim in relation to the theft, then the **insurer** will pay the cost of returning it / them to **you** by the most economic means.

There are further obligations imposed on **you** under this **policy** in respect of claims, **occurrences** or incidents or circumstances likely to give rise to a claim. These can be found under the General Conditions **section** of this **policy** and where applicable, other **sections** of this **policy**.

Questions and concerns about this Policy and how to make a Complaint

The **insurer** is committed to providing its insureds with a high standard of service, giving due regard to their interests and treating them fairly at all times.

If **you** have any questions or concerns about this **policy**, the servicing of it or the handling of a claim (or claims) under it, **you** should, in the first instance contact **your insurance broker**, stating the nature of **your** enquiry along with the policy number as shown in the **schedule** and, if applicable, claim(s) references.

In the event that **you** are dissatisfied and / or have a complaint **you** can refer the matter to Lloyd's by contacting:

Lloyd's Asia Pte Ltd
138 Market Street
CapitaGreen
#03-01
Singapore 048946

tel: +65 6499 9330

email: lloydsasiahelpdesk@lloyds.com

If **you** remain dissatisfied after Lloyd's has considered the matter, **you** may be able to refer the complaint to the Financial Industry Disputes Resolution Centre Ltd (FIDReC) by contacting:

- (a) Financial Industry Disputes Resolution Centre Ltd (FIDReC).
- (b) FIDReC

36 Robinson Road
#15-01
City House
Singapore 068877

Email: info@fidrec.com.sg

Fax: (65) 6327 1089

Making a complaint does not affect **your** right to take legal action; however, the IFSO will not adjudicate on any cases where litigation has commenced.

Privacy Notice

The **insurer** and other group companies will use any information given together with other information for the administration of this **policy**, the handling of claims and the provision of customer services in accordance with the Privacy Notice at <https://www.tokiomarinekiln.com/privacy/>. It is **your** responsibility when providing any personal information to the **insurer** about other individuals, such as family, friends or other associates, to inform them about the **insurer's** use of their data.

The information may be disclosed to the **insurer's** service providers and agents for these purposes. It may also be disclosed to **your insurance broker**.

The **insurer's** handling of the information is consistent with the London insurance market's Core Uses Information Notice at <https://lmg.london/wp-content/uploads/2019/07/LMA-Insurance-Market-Information-Uses-Notice-post-enactment-31-05-2018.pdf>.

If further information is required as to how data is processed by the **insurer**, or as to the exercise of any rights under any data privacy laws, **you** may contact:

The Data Protection Officer
Tokio Marine Kiln, 20 Fenchurch Street, London EC3M 3BY

tel: +44 (0)20 7886 9000
email: dpo@tokiomarinekiln.com

Insurance Premium Tax

The premium payable under this **policy** may be subject to compulsory insurance premium tax, which shall be payable by **you** at the appropriate rate. The applicable tax is shown in the **schedule** and / or on the applicable premium debit note(s) / invoice(s).

In the event that the rate or application of insurance premium tax changes during the **period of insurance** and any premium payable during the **period of insurance** is subject by law to such change or application, then that premium payable shall incorporate such change or application.

Law and Jurisdiction

This **policy** shall be subject to the law of Singapore and any dispute shall be handled in the courts of Singapore.

Terms of Insurance Conformed to Statute

Terms of this **policy** which are in conflict with the statute, military or civil regulations of the country, province or territory wherein this insurance has application are hereby amended to conform to such statute.

Trading Sanctions / Restrictions

The **insurer** shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Disclosure and Accuracy of Information

You must take care to give accurate and complete information relating to the insurance provided by this **policy**.

If **you** become aware that the information **you** have given to the **insurer** is inaccurate or incomplete or **you** have any particular concerns about any of the information **you** have provided or should provide, before or during the **period of insurance**, then **you** must advise **your insurance broker**.

If the information **you** have given the **insurer** in relation to this insurance proves to be inaccurate or incomplete, then the **insurer** may:

- amend the terms of this **policy**, which may be applied as if they were already in place prior to any claim, or
- reduce the amount the **insurer** pays on a claim in the proportion the premium paid bears to the premium the **insurer** would have charged **you** had the information not been inaccurate or incomplete, or
- treat this **policy** as if it never existed, which means no claims will be paid and the premium paid under it will be returned to **you**. This will only be done if this insurance would not have been provided if the information given had not been inaccurate or incomplete.

If the **insurer** establishes that **you** deliberately or recklessly provided false or misleading information in relation to the insurance provided under this **policy**, the **insurer** will treat this insurance as if it never existed, which means no claims will be paid and the **insurer** will not return the premium. If this happens the **insurer** will advise **you** in writing via **your insurance broker**.

Change in Risk Information

If:

- the information **you** have given the **insurer** in relation to the insurance provided under this **policy** changes; or
- there is any significant change in or variance of the risk(s);

before or during the **period of insurance** then the **insurer** needs to know as it may result in:

- the **insurer** applying different terms; and / or
- a claim not being paid (in whole or in part); and / or
- the **policy** no longer being suitable to meet **your** needs.

To enable the **insurer** to assess any such changes or variations in information and / or risks **you** must tell the **insurer** as soon as reasonably practicable of any such changes or variations. This can be done by advising **your insurance broker**.

Cancellation of this Policy

1 Cancellation during the first fourteen (14) days

If the insurance provided under this **policy** does not meet **your** requirements and no claim has been made under this **policy** and **you** are not aware of any potential claim or **occurrence**, incident or circumstances likely to give rise to a claim under this **policy**, **you** can cancel this **policy** within fourteen (14) days of:

- the start date of this insurance as shown under the **period of insurance**, or
- the date **you** received this **policy**,

whichever is the later.

In exercising **your** right to cancel in this way, **you** withdraw from this contract of insurance from the start date as shown in the **period of insurance** and the **insurer** will return to **you** the premium paid.

You can do this by advising **your insurance broker** and returning this **policy** to them.

2 Cancellation in other Circumstances

(a) Cancellation by **you**

You can cancel this **policy** during the **period of insurance** by giving thirty (30) days' written notice to **your insurance broker**.

If **you** cancel this **policy** and a claim has not been made under this **policy** and there is no known potential claim or **occurrence**, incident or circumstances likely to give rise to a claim under this **policy**, the **insurer** will return a pro rata portion of premium paid in respect of the unexpired **period of insurance**.

(b) Cancellation by the **insurer**

The **insurer** may cancel this **policy** if:

- (i) **you** provide any information that proves to be inaccurate or incomplete (see Disclosure and Accuracy of Information Notice in this **policy**).
- (ii) **you** fail to pay the premium on or before the date(s) shown in **schedule** (see Premium, General Condition 6).
- (iii) there is a change or variation in the risk which means that the **insurer** can no longer provide the insurance cover under this **policy** or the extent of the change or variation makes the risk unacceptable to the **insurer** in which case the **insurer** will cancel this **policy** by giving **you** 30 days' written notice via **your insurance broker**. The cancellation will take effect 30 days after the day **you** are notified of the cancellation and the **insurer** shall return the premium paid for the unused **period of insurance** (provided no claim has been or could be notified).

In accordance with the Change in Risk Information condition under this Notices **section** the **insurer** may not pay any claim where that claim arises from or relates to a change or variation in risk.

- (iv) **you** make a claim under this **policy** through concealment, misstatement or by recklessly or deliberately providing false information (see Fraudulent Claims, General Condition 8), then the **insurer** will cancel this **policy** with immediate effect from the date the fraud was committed, and will notify **you** of the cancellation in writing via **your insurance broker**.

In addition to the above Cancellation of this Policy Notice, **your** attention is also drawn to the following cancellation and termination conditions in:

- 1 Optional Extension 1, Strikes, Malicious Acts and Hi-jack Coverage applicable to Sections 1 and 2 of this **policy**.
- 2 Paragraph 4 (b) of Section 3 of this **policy** – Review and Cancellation applicable to Coverage 4 - war and related perils.

Coverage 4 – war and related perils - shall also terminate automatically in certain circumstances as detailed in paragraph 4 (a) in Section 3 of this **policy** – Automatic Termination.

There will be no return of premium if any claim is paid or is payable under this **policy**.

Agreement to Insure

This **policy** is an insurance contract between the **insurer** and **you**.

Provided the premium (including the applicable Insurance Premium Tax) has been paid by **you** in accordance with the terms of this **policy**, the **insurer** shall provide the insurance in accordance with the terms of this **policy**.

A person who is not a party to this **policy** shall have no right to enforce any of its terms.

The Insurer's Regulatory Status

The **insurer** is authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and Financial Conduct Authority (FCA), with a Financial Services Register number of 204909

The above can be checked and further details obtained from:

www.bankofengland.co.uk for the PRA, and

<https://register.fca.org.uk> for the FCA

Definitions

activities covered

Business and / or **commercial activities** including **initial flight assessment training and / or examination** and **continuation flying** as shown in the **schedule**.

annual aggregate

The total amount the **insurer** will pay as claims under this **policy** during the **period of insurance**. If the **period of insurance** exceeds twelve (12) months the annual aggregate will be increased proportionately by the ratio that the excess period bears to the **period of insurance**. The same method will be conversely applied for any **period of insurance** less than twelve (12) months.

bodily injury

Physical injury including death resulting from such injury but excluding nervous shock or psychological injury unless accompanied by and directly caused by such physical injury to the same individual.

business

Your use of the **UAS** in the normal course of **your** work and / or work duties excluding **commercial** activities.

cargo

Merchandise or goods for delivery by or carried by the **UAS** in exchange for remuneration.

chemical liability

Bodily injury and / or **property damage** to third parties caused by chemicals, dusting powders, seeds, fertilizers or compounds.

commencement of the operation of fitting it to

From the moment the property ceases to be in contact with the ground or the trolley / stand on which it is located when the process of fitting it to the **UAS** is commenced.

commercial

Your use of the **UAS** for the benefit of third parties, in exchange for remuneration, as identified in the information supplied to the **insurer** when applying for this insurance.

computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, 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 **you** or any other party.

confiscation

Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

continuation flying

Use of the **UAS** for the purpose of the **UAS operator** maintaining their skill and proficiency of operation of the **UAS** for the **activities covered**, which includes participating in or on a training course for such purpose.

cyber act

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

Any:

- (a) 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) 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**.

deductible(s)

The amount that is to be paid by **you** and is deducted from each claim as shown in the **schedule**. If a claim is less than the deductible amount then **you** will bear all of the claim.

In the event of an occurrence involving more than one deductible under Section 1 or Section 3 of this **policy** only one deductible shall apply within that **section** being the highest deductible applicable to the occurrence.

detachable payload(s)

The equipment itemised in the **schedule** that attaches to the **UAS** and is removable and / or interchangeable from the **UAS** for purposes of the **activities covered**.

endorsement(s)

Any special terms and conditions added to this **policy**.

flight(s)

Occurs from the time the **UAS** is switched on, attempts to take off, whilst in the air, and until the **UAS** completes its landing and is powered down.

force majeure

Unusual and unforeseeable circumstances beyond **your** control, the consequences of which could not have been avoided.

ground control station

An interface which can be used to control / monitor single / multiple Unmanned Aerial System flights during flight. The interface may also provide effective control of both **detachable payloads / non-detachable payloads**, potentially allowing data collated whilst in flight to be monitored.

hi-jack

Any unlawful seizure or wrongful exercise of control of the **UAS** through the use of force or the threat of force.

initial flight assessment training and / or examination

Use of the **UAS** for the purpose of any person who is operating, controlling or piloting the **UAS** whilst training and / or taking part in a flight assessment / examination for the purpose of obtaining their first **UAS operator's pilot's licence** or operational certification necessary for the **activities covered**.

insurance broker

The party named in the **schedule** who acts as **your** agent.

Where this **policy** forms part of a scheme arranged by a Coverholder on behalf of the **insurer** under a Binding Authority Agreement with a Binding Authority Unique Market Reference shown in the **schedule** all references to the term **insurance broker** in this **policy** are replaced by **Coverholder**.

insured / you / your

The party named in the **schedule**.

insured value(s)

The market value of the **UAS** (and **detachable payload** where applicable) as determined by the **insurer** at the date of the loss or damage giving rise to a claim, taking into account all material aspects including age, wear and tear, and service history.

However, Insured Values shown in the **schedule** represent the estimated market values supplied by **you** to the **insurer** at the start date of this **policy**. The **insurer** will never pay more than these amounts.

insurer

As shown in the **schedule**.

invasion of privacy

Data collected from the **UAS** whilst in **flight** and subsequently made available to third parties without the consent of the party to whom the data relates, including any breach of confidentiality, infringement, or violation of any right to privacy, or of any statutes, laws and regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information.

malicious acts

Any malicious act including vandalism or act of sabotage or **cyber act**.

noise liability

Claims for **bodily injury** and / or **property damage** arising from the noise of the **UAS** whilst in **flight**.

non-detachable payload(s)

Any equipment which forms an integral part of the **UAS** and is not intended to be removed from the **UAS**.

occurrence(s)

An accident or a continued or repeated exposure to conditions occurring during the **period of insurance** which is neither expected nor intended from **your** standpoint. All liability arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one **occurrence**.

overhaul cost

The costs of labour and materials which are or would be incurred in the overhaul or replacement (as necessary) at the end of the **overhaul life** of the damaged or similar **unit**.

overhaul life

The amount of use, or operational and / or calendar time which, according to the manufacturer of the **UAS** and evidenced to **you**, determines when overhaul or replacement of a **unit** is required.

period of insurance

The length of time for which this **policy** is in force, from the start date until the expiry date, as shown in the **schedule** and for which **you** have agreed to pay a premium.

policy

This document, the **schedule** and any **endorsements** attached or attaching to this document and / or **schedule**.

property damage

Physical loss of or damage to or destruction of tangible property only.

section(s)

Part(s) of the **policy** that detail(s) the insurance cover provided.

schedule

The part of this **policy** setting out information provided to the **insurer** that shows the insurance coverage and includes the **schedule of UAS**.

schedule of UAS

The **UAS** covered by this **policy** and itemised in the **schedule**.

strikes

Strikes, riots, civil commotions or labour disturbances.

sub-limit(s)

A financial limitation in this **policy** on the amount of coverage available to cover a specific type of loss. A sub-limit is part of, rather than in addition to, the limit that would otherwise apply to that loss.

terrorism

Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

tethered aerostats

A balloon, deriving its lift from the buoyancy of surrounding air, and connected to the ground at all times by a cable.

total loss

Physical damage to the **UAS** where in the reasonable opinion of the **insurer**:

- (a) the **UAS** is damaged to such an extent that it cannot economically be repaired; or
- (b) the cost of repairing the **UAS** is estimated to exceed the **insured value**; or
- (c) the **UAS** cannot be located fourteen (14) days after:
 - (i) the commencement of **flight** and arising from the **activities covered**; or
 - (ii) the date on which the theft was reported to the **insurer**.

transit

The carrying of the **UAS** and / or **UAS spares** by **you** or the **UAS operator** from one location to another whilst packed in accordance with the relevant manufacturers' guidelines or the **UAS** is in a securely locked and padded **UAS flight case** and the **UAS spares** are in a securely locked and padded **UAS spare parts case**.

UAS

An aircraft owned by **you** or utilised under **your** care, custody, possession or control which is operated remotely without any on-board pilot, for which **you** are legally responsible, as itemised in the **schedule of UAS**. **UAS** includes any **non-detachable payload** and / or **detachable payload** where applicable and / or **tethered aerostats** but excludes kites.

UAS operator

The person who at all times directly manipulates the flight controls of the **UAS** and exercises direct authority over the initiation, continuation, diversion or termination of the **UAS flight**, excluding observers employed by **you**.

UAS spares

All equipment owned by **you** destined to be fitted to or form part of the **UAS** and ancillary equipment including the **ground control station** exclusively associated with the **activities covered**.

UAS spares does not include **detachable payloads** for which cover applies in accordance with Section 1 of this **policy**.

unit

A part or an assembly of parts (including any sub-assemblies) of the **UAS** which has been assigned an **overhaul life** as a part or an assembly.

vicariously liable

The liability of one person for the acts or omissions of another.

war

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

- (a) The singular includes the plural and vice versa, and the masculine includes the feminine and neutral;
- (b) "Including" and "include(s)" and "inclusive" mean without limitation;
- (c) Any obligation or payment owed by the **insurer** shall in every case be subject to the limits shown in the **schedule**;
- (d) Any reference to legislation includes any similar or related law, ordinance or regulation, any amendments, and any rules or regulations or executive orders issued thereunder, or by Federal, state, local or other agencies or similar bodies;
- (e) The descriptions in the headings and subheadings of this **policy** are solely for convenience and form no part of the terms and conditions of coverage; and
- (f) All or part of any provision of this **policy** which is or becomes void or illegal, invalid or unenforceable by a court or other competent body under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect as would have been achieved by the deleted provision had it remained enforceable.

General interpretation

Section 1 Physical Loss of or Damage to UAS

Coverage

The **insurer** will pay **you** for physical loss of or damage to the **UAS**, inclusive of theft, occurring during the **period of insurance** and arising from the **activities covered**, whilst in **flight**, on the ground or in **transit** by any conveyance up to the **insured value**, less any applicable **deductible**.

Exclusions applicable to this section

This **section** does not apply to:

- 1 loss or damage which is due and confined to:
 - (a) wear and tear or deterioration;
 - (b) defect, malfunction, breakdown or failure howsoever caused in any **unit** of the **UAS** and the consequences thereof within that **unit**. However, physical loss of or damage to the **UAS** consequent upon such defect, malfunction, breakdown or failure is covered.
- 2 loss of or damage to an engine **unit** caused by the ingestion of stones, grit, dust, sand, ice or any corrosive or abrasive material or any other substance which has a progressive or cumulative engine damage effect. Such loss or damage shall be regarded as wear and tear or deterioration and shall be excluded. However, ingestion causing sudden loss or damage to the **UAS** which is attributable to a single identifiable incident is covered.
- 3 loss or damage caused by:
 - (a) rot, fungus, mould, vermin, infestation, rust, oxidation, warping or shrinkage;
 - (b) dryness or humidity, or exposure to light or extreme temperatures, unless this results from high winds of destructive nature, rainstorm, hailstorm or snowstorm or fire;
 - (c) seepage, pollution or contamination of any type.
- 4 depreciation in value of the **UAS**.
- 5 theft or attempted theft of the **UAS**:
 - (a) by **you** or with **your** knowledge or consent; or
 - (b) by others. However, theft by others involving violent or forcible entry to or exit from a building, shipping container, gated compound secured with a closed shackle padlock, or locked boot, trailer, roof box or locked compartment of a motor vehicle, is covered under this **section** provided all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft and the **UAS** is kept out of sight at all times.
- 6 loss or damage occurring whilst the **UAS** is being used for any illegal activity or whilst at air shows or participating in air racing events / meets or for any activity other than the **activities covered**.

- 7 loss or damage occurring whilst the **UAS**, when in **transit** or not in use, is not packed in accordance with manufacturer guidelines or in a securely locked and padded UAS flight case.
- 8 loss or damage occurring whilst the **UAS** is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the **UAS**, unless due to **force majeure**.
- 9 claims arising from **your** failure to take all reasonable care / measures to protect the **UAS** at all times and to maintain / operate it in good and proper condition in accordance with the manufacturer's guidelines.
- 10 loss or damage caused by maintenance, repair, renovation, restoration, modification or any similar process except where the **UAS** is being cleaned, repaired, inspected, worked on or maintained by a third party for whose acts or omissions **you** are **vicariously liable** or otherwise liable.
- 11 scratching / fogging / misting of lenses and / or mechanical or electrical derangement of **detachable payload / non-detachable payload** unless the **UAS** suffers damage at the same time.
- 12 loss or damage caused by:
 - (a) **war, terrorism or confiscation**;
 - (b) **strikes, malicious acts or hi-jack**;which would include whilst the **UAS** is outside **your** control by reason of any of the above perils.

Conditions applicable to this Section

- 1 Dismantling, Transport and Repairs
If the **UAS** is damaged:
 - (a) no dismantling or repairs shall be commenced without the consent of the **insurer** except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;
 - (b) the **insurer** will pay only for repairs and transport of labour and materials by the most economical method unless the **insurer** agrees otherwise with **you**.
- 2 Partial Loss
If the **insurer** settles a claim other than on the basis of a **total loss** they will pay the cost of repairing the **UAS** less:
 - (a) any applicable **deductible** and / or
 - (b) an amount for wear and tear of any **unit**. This will be calculated as the proportion of the **overhaul cost** of any **unit** repaired or replaced as the used time bears to the **overhaul life** of the **unit**.
- 3 Total Loss

If the **insurer** settles a claim on the basis of a **total loss** they will pay the **insured value** of the **UAS** less any applicable **deductible**.

4 Salvage

If the **insurer** settles a claim on the basis of a **total loss**, the respective **UAS** will no longer be insured under this **policy**, and the **insurer** may take the **UAS** together with all documents of record, registration and title as salvage.

5 Right of Ownership

Unless the **insurer** agrees in writing to take the **UAS** as salvage the **UAS** shall at all times remain **your** property and **you** shall have no right of abandonment to the **insurer**.

6 Detachable Payloads

The coverage afforded by this **section** in respect of **detachable payloads** applies whether attached to the **UAS** or not for purposes of the **activities covered**.

Section 2 Physical Loss of or Damage to UAS Spare

Coverage

The **insurer** will pay **you** for physical loss of or damage to **UAS spares**, inclusive of theft, occurring during the **period of insurance**, being **your** property or the property of others for which **you** are responsible, whilst such property is in **your** care, possession, custody or control on the ground, or whilst in **transit** by any conveyance, up to the limit as shown in the **schedule**, less any applicable **deductible**.

Exclusions applicable to this Section

This **section** does not apply to:

1. loss of or damage to any item of **UAS spares** occurring at any time after the **commencement of the operation of fitting it to** or placing it on board the **UAS** to which it is destined.
2. loss of or damage to **detachable payloads**.
3. loss of or damage to an engine occurring during the running or testing of such engine.
4. loss or damage which is due and confined to mechanical or electrical derangement.
5. loss or damage which is due and confined to wear and tear or deterioration.
6. loss or damage caused by:
 - (a) rot, fungus, mould, vermin, infestation, rust, oxidation, warping or shrinkage;
 - (b) dryness or humidity, or exposure to light or extreme temperatures, unless this results from high winds of destructive nature, rainstorm, hailstorm or snowstorm or fire;
 - (c) seepage, pollution or contamination of any type.
7. depreciation in value of the **UAS spares**.
8. theft or attempted theft of the **UAS spares**:
 - (a) by **you** or with **your** knowledge or consent; or
 - (b) by others. However, theft by others involving violent or forcible entry to or exit from a building, shipping container, gated compound secured with a closed shackle padlock, or locked boot, trailer, roof box or locked compartment of a motor vehicle, is covered under this **section** provided all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft and **UAS spares** are kept out of sight at all times.
9. loss or damage caused by maintenance, repair, renovation, restoration, modification or any similar process except where the **UAS spares** are being cleaned, repaired, inspected, worked on or maintained by a third party for whose acts or omissions **you** are **vicariously liable** or otherwise liable.
10. claims arising from **your** failure to take all reasonable care / measures to protect the **UAS spares** at all times.
11. unexplained loss or disappearance or inventory shortage of **UAS spares**.
12. loss or damage occurring whilst the **UAS spares**, when in **transit** or storage, are not packed in accordance with manufacturer guidelines or in a securely locked and padded UAS spare parts storage case.
13. loss or damage caused by:
 - (a) **war, terrorism or confiscation**;
 - (b) **strikes, malicious acts or hi-jack**which would include whilst the **UAS spares** are outside **your** control by reason of any of the above perils.

Conditions applicable to this Section

1. Spares records

You shall keep a proper record of all items of **UAS spares** from time to time insured under this **section** and of the value of each item.

2. Rights of Ownership

Unless the **insurer** elects to take the **UAS spares** as salvage the **UAS spares** shall at all times remain **your** property and **you** shall have no right of abandonment to the **insurer**.

3. Salvage

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this **section** shall be applied as if recovered or received prior to that settlement and all necessary adjustments shall be made by the parties thereto.

Section 3 Legal Liability to Third Parties

Coverage

The **insurer** will pay to or on behalf of **you** all sums for which **you** shall become legally liable to pay as compensatory damages, up to the applicable limits or **sub-limits** shown in the **schedule** less any applicable **deductible**, for:

1. bodily injury and / or property damage to third parties caused by an **occurrence**:

(a) arising out of the use of the **UAS** as part of the **activities covered**; or

(b) arising:

(i) in or about any premises used by **you** in connection with **your** operations as part of the **activities covered**;

(ii) elsewhere at any location in the course of any work or the performance of **your** duties in connection with the **activities covered**;

2. invasion of privacy arising out of the use of the **UAS** as part of the **activities covered** during the **period of insurance**;

3. noise liability arising out of the use of the **UAS** as part of the **activities covered** during the **period of insurance**.

This **section** includes a claim for compensatory damages by a third party against the **UAS operator** or any of **your** sub-contractors, outsourcers, employees or volunteer workers when they are acting on **your** behalf and for whom **you** are **vicariously liable** or otherwise liable.

4. war and related perils;

Coverage 1 (a) of this **section** includes claims arising from **war, strikes, malicious acts, terrorism, confiscation** and **hi-jack** which also covers whilst the **UAS** is outside **your** control by reason of any of these perils.

(a) **Automatic Termination**

Coverage 4 shall terminate automatically in the following circumstances:

(i) upon the outbreak of war (whether there be a declaration of war or not) between any two (2) or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America;

(ii) in respect of **war**, upon the hostile detonation of any weapon of war employing

atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the **UAS** may be involved; or

(iii) the **UAS** is requisitioned for either title or use upon such requisition.

Provided that if the **UAS** is in the air when (a) (i), (ii) or (iii) occurs, then Coverage 4 (unless otherwise cancelled, terminated or suspended) shall continue in respect of such **UAS** until completion of its first landing thereafter.

(b) **Review and Cancellation**

(i) The **insurer** may give notice to review premium and / or geographical limits – such notice to become effective on the expiry of seven (7) days from 23:59 hours local standard time at **your** address shown in the **schedule** on the day on which notice is given.

(ii) Following a hostile detonation as shown in (a) (ii) above, the **insurer** may give notice of cancellation in respect of one or more parts of the coverage provided for **strikes, malicious acts, terrorism, confiscation** and **hi-jack**, such notice to become effective on the expiry of forty-eight (48) hours from 23:59 hours local standard time at **your** address shown in the **schedule** on the day on which notice is given.

(iii) Coverage 4 may be cancelled by either the **insurer** or **you** giving notice to become effective on the expiry of seven (7) days from 23:59 hours local standard time at **your** address shown in the **schedule** on the day on which such notice is given.

(c) **Notices**

All notices in respect of Coverage 4 shall be in writing via **your insurance broker**.

The limits of the **insurer's** liability for Coverages 2, 3 and 4 shall be the applicable **sub-limits** as shown in the **schedule**. The **sub-limits** are part of, and not in addition to, the applicable **section** combined single limit for Coverages 1(a) and 1(b) above.

Exclusions applicable to this Section

This **section** does not apply to:

- property damage** to property owned, rented, leased or occupied by, or whilst in the care, custody or control of, or whilst being handled, serviced or maintained by **you** or any of **your** employees or the **UAS operator**.
- the **UAS** whilst being used for any illegal activity or for any activity other than **activities covered**.
- bodily injury** or **property damage** occurring whilst the **UAS** is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the

manufacturer of the **UAS** unless such non-compliance is due to **force majeure**.

- 4 liability assumed by **you** by agreement under any contract unless such liability would have attached to **you** in the absence of such agreement.
- 5 any claims:
 - (a) caused by seepage, pollution or contamination of any type which includes electrical or electromagnetic interference; or
 - (b) for **chemical liability**.
- 6 **bodily injury** or **property damage** caused by any mechanically propelled vehicle which **you** may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway.
- 7 liability arising out of any air meet, air race, or air show, nor any stand used for the accommodation of spectators in connection therewith unless agreed otherwise by the **insurer**.
- 8 **bodily injury** or **property damage** arising out of construction of, demolition of or alterations to buildings, runways, or installations by **you** or **your** contractors or sub-contractors (other than normal maintenance operations) unless agreed otherwise by the **insurer**.
- 9 **bodily injury** or **property damage** arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by **you** or **your** employees after such goods or products have ceased to be in the possession or under **your** control.
- 10 **bodily injury** to or **property damage** sustained by any person, who at the time of sustaining such injury or damage is engaged in **your** service or acting on **your** behalf, or liability for which **you** or **your** insurer may be held liable under any workers compensation, unemployment compensation or disability benefits law or any similar law.
- 11 the cost of making good any faulty workmanship for which **you**, **your** employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
- 12 liability arising out of the operation of an airfield control tower unless agreed otherwise by the **insurer**.
- 13 claims arising from **your** failure to take all reasonable care / measures to protect the **UAS** at all times and to maintain / operate it in good and proper condition in accordance with the manufacturer's guidelines.
- 14 claims caused by:
 - (a) the actual, alleged or threatened presence of asbestos in any form, or any material or product containing, or alleged to contain, asbestos; or
 - (b) any obligation, request, demand, order, or statutory or regulatory requirement that **you** or others test for, monitor, clean up, remove, contain, treat, neutralise, protect against or in

any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

Regardless of any other provisions in this **policy**, the **insurer** will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (a) or (b) of this exclusion.

- 15 any claims caused by **war, strikes, malicious acts, terrorism, confiscation** or **hi-jack** in respect of Coverages 1(b), 2 and 3.

Condition applicable to this Section

Limitation of Liability

If the **insured** comprises more than one party under this **section**, whether by **endorsement** or otherwise, the total liability of the **insurer** in respect of any or all insureds shall not exceed the applicable limit as shown in the **schedule**.

General Exclusions

The following exclusions apply to this **policy** in addition to specific exclusions contained in each individual **section**.

This **policy** does not apply to:

- 1 (a) any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
(b) any products or services which include, involve or relate in any way to anything in (a) above, or the storage, handling or disposal of anything in (a) above; or
(c) all operations carried out at or on any premises or locations on which anything in (a) or (b) above is located.
- 2 any hostile detonation of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
- 3 any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
- 4 any indirect or consequential loss or expense incurred relating to any **occurrence**, incident or circumstances resulting in a claim under this **policy** and which includes but is not limited to any loss of use, income or contract or interruption to **your** business or any third party business or personal property affected by such **occurrence**, incident or circumstances.
- 5 loss of or damage to the **UAS** or **UAS spares** or **bodily injury** or **property damage** to third parties or any **flight** which occurs over or within the following territories, unless as a result of **force majeure**:
Afghanistan
Algeria
Armenia
Belarus
Brazil
Burundi
Cameroon
Central African Republic
Colombia
Cuba
Democratic Republic of Congo
Ecuador
Egypt
Eritrea
Ethiopia
Georgia
Guinea
Iran
Iraq
Kenya
Lebanon
Libya
Mali
Mauritania
Myanmar
Nicaragua
Nigeria
North Korea
Pakistan
Peru
Russia
Somalia
South Sudan
Syria
The Republic of Sudan
Tunisia
Ukraine
United States of America and protectorates
Venezuela
Yemen
Zimbabwe
- 6 any claims where the number of **UAS** in the air at any one time exceeds the maximum number shown in the **schedule**.
- 7 any claims caused by a **cyber incident**.
- 8 any claims relating to **cargo**.

General Conditions

The following conditions apply to this **policy** in addition to specific conditions as contained in each individual **section**.

1 Two (2) or more UAS

When two (2) or more **UAS** are insured, the terms of this **policy**, including the limits as shown in the **schedule**, shall apply separately to each **UAS**, unless otherwise shown.

2. Maximum Flight Time

No single **UAS** will exceed the number of hours flying time applicable to the **UAS** shown in the **schedule of UAS** during any one twelve (12) months period. However, the following shall apply in respect of the set number of **UAS** in the air at any one time limitation contained in this **policy** (see General Exclusion 6):

The total flying time of all **UAS** shall not exceed the sum of the number of hours flying time applicable to the number of **UAS** permitted by this **policy** to be flown at any one time.

If the **period of insurance** is greater than twelve (12) months, the maximum number of hours flying time-applicable to each **UAS** will be increased proportionately in the ratio that the period in excess of the **period of insurance** bears to the **period of insurance**. The same method will be conversely applied for any **period of insurance** less than twelve (12) months.

3 Assignment

Your rights under this **policy** may not be assigned without the **insurer's** prior written agreement, such agreement not to be unreasonably withheld.

4 Other Insurance

The coverage afforded by this **policy** shall be excess insurance over any other valid and collectible insurance available to **you**.

5 Subrogation

The **insurer** will be entitled whether before or after paying **your** claim to conduct in **your** name the defence or settlement of any claim or to take action to seek recovery or secure indemnity from any third party in respect of any claim covered by this **policy** and will have full discretion in the conduct of any such proceedings.

You shall at all times provide all information and assistance as the **insurer** or any person authorised by the **insurer** may reasonably require.

6 Premium

The premium for this **policy** is shown in the **schedule**.

You must pay the premium (or any instalment) on or before the date(s) in accordance with the Premium Payment Terms shown in the **schedule**.

In the event of non-payment of premium (or any instalment) this **policy** shall be cancelled by the **insurer** in accordance with the Premium Payment Terms.

If any part of the premium as shown in the **schedule** is shown as being adjustable **you** shall within one (1) month of the expiry of the **period of insurance** or such further periods as the **insurer** may allow, furnish such details as the **insurer** may require and the premium for such period will be adjusted accordingly subject to any minimum premium(s) that may be required by the **insurer**.

If any part of the premium is calculated on estimates, **you** shall keep accurate records containing all particulars relating thereto and shall permit the **insurer** or their representatives to inspect such records at any time.

7 Payment of Costs

The **insurer** will pay any legal costs and expenses incurred with their written consent in defending any action which may be brought against **you** in respect of any claim for compensatory damages. In no event shall the **insurer** be liable for or pay damages and / or legal costs and expenses (separately or combined) in excess of the total limit of liability shown in the **schedule**.

However, should any amount agreed or awarded in respect of such claim exceed the total limit shown in the **schedule**, the liability of the **insurer** in respect of legal costs and expenses shall be limited (within the total limit) to such proportion of the said legal costs and expenses as the total limit bears to the amount paid as damages.

The **insurer** shall not be obliged to pay any legal costs and expenses incurred after the total limit of liability shown in the **schedule** has been exhausted and shall be entitled to return the control of any legal proceedings (without any further liability of any sort) to **you**, which **you** will accept without delay.

8 Fraudulent Claims

(a) If the **insurer** establishes that **you** have made a fraudulent claim under this **policy**, the **insurer**:

- (i) is not liable to pay the claim; and
- (ii) may recover from **you** any sums paid by the **insurer** to **you** in respect of the claim; and
- (iii) will by notice to **you** treat the **policy** as having been terminated with effect from the time of the fraudulent act, in writing to **you** via **your insurance broker**.

(b) If the **insurer** exercises its right under subparagraph (a) (iii) above:

- (i) the **insurer** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act; and

(ii) the **insurer** need not return any of the premiums paid.

9 Broker of Record

This **policy** has been administered in part on behalf of the **insurer** by **your insurance broker**. Administrative services performed by **your insurance broker** on behalf of the **insurer** may include but are not limited to payment and processing of premium and risk data, and reporting and handling of claims. The **insurer** will continue to rely on **your insurance broker** to perform such services during the **period of insurance** and in the event of a claim or potential claim. **You** are advised that only **your insurance broker** has authority from the **insurer** to perform these administrative services and therefore it is not possible to change **your insurance broker** for this **policy** except with the express permission of the **insurer**.

Optional Extensions applicable to this Policy

Subject to all **policy** terms, conditions, limitations and exclusions, the following areas of coverage form part of this **policy**, where shown in the **schedule** as 'Included', up to the applicable limit / **sub-limit** shown in the **schedule**, less any applicable **deductible**:

Extension 1 Strikes, Malicious Acts and Hi-jack Coverage

Regardless of any other provisions in this **policy**, Sections 1 and 2 shall extend to include claims caused by the following:

- 1 **strikes**;
- 2 **malicious acts**; and
- 3 **hi-jack**;

during the **period of insurance** which includes whilst the **UAS** or **UAS spares** is / are outside **your** control by reason of any of the above perils.

Provided always that the insurance provided by this Extension 1 may be cancelled by the **insurer** giving notice effective on the expiry of seven (7) days from 23.59 hours local standard time at **your** address shown in the **schedule** on the day on which notice is issued.

Extension 2 Alternative Hire Costs

Where the **UAS** sustains physical damage constituting a valid claim under Section 1 of this **policy**, the **insurer** will pay reasonable costs and expenses that **you** incur in hiring an alternative Unmanned Aerial System which is a similar model to the **UAS** that has sustained physical damage, in order for **you** to be able to satisfy any previously agreed contracts in connection with the **activities covered**.

The **insurer** will only pay for hire costs for the period commencing at the date that the physical damage to the **UAS** occurred and continuing until the **UAS** is repaired or replaced.

Extension 3 Liability to UAS Operators

Section 3 shall extend to include **your** liability in respect of the **UAS operator**, except liability required to be insured under the terms of any employers' liability or workers compensation legislation or any similar legislation.

Extension 4 Chemical Legal Liability

Regardless of any other provisions in this **policy**, the **insurer** will pay to or on behalf of **you** all sums for which **you** shall become legally liable to pay as compensatory damages for **chemical liability** directly caused by an **occurrence** arising out of the use of the **UAS** during and as part of the **activities covered**.

Provided always that any chemical, dusting powder, seed, fertilizer or compound is formally approved for use by the appropriate jurisdiction where it is used, and that the application of chemicals, dusting powders, seeds, fertilizers or compounds has been implemented according to the manufacturer's specifications.

This extension does not apply where **you** or the **UAS operator** knowingly or unknowingly:

1. apply an inappropriate chemical, dusting power, seed, fertilizer or compound;
 2. apply any chemical, dusting power, seed, fertilizer or compound in an inappropriate manner or otherwise than in accordance with the manufacturer's specifications;
 3. deviate from environmental protection rulings;
- for the work concerned.

Extension 5 Cargo Legal Liability

Regardless of any other provisions in this **policy**, the **insurer** will pay to or on behalf of **you** all sums for which **you** shall become legally liable to pay as compensatory damages in respect of physical loss of or damage to **cargo** belonging to others whilst in **your** care, custody or control, for the purpose of carriage by the **UAS**, in connection with the **activities covered**.

You must ensure that such **cargo** is securely packed at all times whilst in **your** care, custody or control.

The combined weight of the **UAS** with loaded **cargo** must not exceed the maximum weight as provided for in item 5 of 'Warranties applicable to this Policy' at the end of this **policy**.

This extension does not apply to the carriage of:

- 1 perishables (unless agreed otherwise by the **insurer**) and / or livestock.
- 2 money, securities, precious stones, precious metals, jewellery, fine art and antiques of any kind.
- 3 human blood, plasma and organs (unless agreed otherwise by the **insurer**).

Extension 6 Cyber Extension – Loss of Digital Assets

Regardless of any other provisions in this **policy**, this **policy** shall extend to include necessary and reasonable costs of **reconstitution of data** as a direct result of loss of or damage to **your digital assets** arising from a **cyber incident** or **cyber act** during the **period of insurance**.

This Extension 6 does not apply to:

- 1 restoring, updating, or replacing **digital assets** to a level beyond that which existed prior to when such loss or damage occurred;
- 2 contractual penalties or pre-agreed or consequential damages or loss of goodwill, loss of business, loss of anticipated profits or savings and all other pure economic loss, or any consequential loss;
- 3 any liability to third parties for whatever reason, including legal costs and expenses of any type;
- 4 fines or penalties imposed by law; or
- 5 economic or market value of **digital assets**.

The **insurer** will not pay any claim for **reconstitution of data** unless **you** take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies at an alternate storage site.

The following additional definitions apply to this Extension 6:

digital assets

Those images or data captured by use of the **UAS**. **Digital assets** do not include any other images or data either owned by **you** or in **your** care, custody or control.

reconstitution of data

Reconstitution of images or data **you** need to continue the **activities covered** if **your** electronic records and electronic data have been lost or distorted.

Extension 7 Geographical Areas Extension

Regardless of any other provisions in this **policy**, this **policy** shall extend the geographical limits of this **policy** to include **Zone A** and / or **Zone B** territories where shown as being 'Included' in the **schedule of UAS**.

The following additional definitions apply to this Extension 7:

Zone A

Africa being Algeria, Cameroon, Ethiopia, Kenya, Mauritania, and Nigeria.

Zone B

South / Central America being Colombia, Ecuador, and Peru

Warranties applicable to this Policy

You warrant that **you** will satisfy all of the following warranties 1 to 6 before the **insurer** can be liable or for any applicable coverage to apply.

Cover shall be suspended until the breach of warranty is remedied and where English law is applicable to this **policy** section 11 of the Insurance Act 2015 shall not apply so that there need be no causal link between the breach and the loss, damage or liability.

1. During the **period of insurance**, the **UAS operator** is required to hold every permission, licence and certificate legally required to perform the **activities covered** in each country in which they operate (where applicable). Where specific permissions / licences / certification is / are not required for the **activities covered** in a particular country the **UAS operator** is to comply with the regulations / requirements for UAS operations in that country.
2. Any person undergoing **initial flight assessment and training / or examination** is to be supervised by a training course instructor / examiner at all times.
3. Any **UAS operator** undergoing a flight assessment and / or examination which forms part of their **continuation flying** is to be supervised by a training course examiner / instructor at all times.
4. **You** shall comply with all international and national regulation, with air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the **UAS**, and shall ensure that:
 - (a) the **UAS** is airworthy at the commencement of each **flight**;
 - (b) all log books and other records in connection with the **UAS** which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the **insurer** or their agents on request;
 - (c) **your** employees and agents comply with such orders and requirements.
5. Each **UAS** will not exceed fifty (50) kg.
6. Any **UAS** with inbuilt 'Return to Home' function will have it set to 'on' at all times except where the **UAS** is over water when it is set to return to a suitable fixed location on land or vessel.