

**WE THE UNDERWRITERS** hereby agree to the extent and in the manner hereinafter provided,

1. to indemnify the Assured, up to but not exceeding in the aggregate the Sum Insured stated in the Schedule, against legal liability for any claim or claims which are first made against them or any of them during the Period of this Insurance specified in the Schedule for breach of duty as Insurance Brokers or Insurance Agents by reason of any negligent act, error or omission, whenever or wherever committed or alleged to have been committed, on the part of,
  - (a) the Assured,
  - (b) their predecessors in business (unless the Assured or their predecessors be a limited liability company),or
  - (c) any person at any time employed by the Assured or such predecessors in business,in the conduct, by or on behalf of the Assured or such predecessors, of any business conducted in their capacity as Insurance Brokers or Insurance Agents, and
2. in addition, to pay the costs and expenses incurred with the written consent of the Underwriters in the defence or settlement of any such claim, provided that if the Assured's liability for any claim is for any amount in excess of the amount of the indemnity available under this Insurance, then the Underwriters' liability for such costs and expenses shall be that proportion which the amount of such indemnity available bears to the sum required to dispose of that claim.

#### EXCLUSIONS

**THIS INSURANCE SHALL NOT INDEMNIFY THE ASSURED IN RESPECT OF ANY CLAIM MADE AGAINST THEM**

1. **ARISING OUT OF**
  - (A) **THE INSOLVENCY OF ANY INSURANCE COMPANY,**
  - (B) **THE FAILURE TO ACCOUNT FOR MONEYS,**
  - (C) **LIBEL OR SLANDER, OR**
  - (D) **LOSS OF OR DAMAGE TO COMPUTER SYSTEMS' RECORDS,**
2. **BY REASON OF ANY NEGLIGENT ACT, ERROR OR OMISSION COMMITTED IN THE COURSE OF THEIR ACTIVITIES AS MANAGERS, UNDERWRITING AGENTS OR UNDERWRITERS FOR ANY INSURANCE COMPANY, GROUP OF INSURANCE COMPANIES OR POOL OF INSURERS,**
3. **UNLESS SPECIFICALLY ENDORSED HEREON, RESULTING FROM THE ACCEPTANCE OF RISKS BY THE ASSURED UNDER ANY CONTRACT OR AUTHORITY GRANTED TO THE ASSURED WHICH DOES NOT REQUIRE THE INSURER'S PRIOR CONSENT TO ACCEPT EACH RISK, OTHER THAN TEMPORARY COVER NOTES,**
4. **BROUGHT ABOUT OR CONTRIBUTED TO BY ANY DISHONEST, FRAUDULENT, CRIMINAL OR MALICIOUS ACT OR OMISSION OF THE ASSURED OR THEIR PREDECESSORS IN BUSINESS, AS DEFINED IN PARAGRAPH L(B) OF THE INSURING CLAUSE, OR OF ANY PERSON AT THE TIME EMPLOYED BY THE ASSURED OR SUCH PREDECESSORS IN BUSINESS,**
5. **BY ANY UNDERWRITER OR INSURANCE COMPANY BY REASON OF ANY NEGLIGENT ACT, ERROR OR OMISSION COMMITTED IN THE COURSE OF THEIR ACTIVITIES AS INSURANCE AGENTS UNLESS THAT UNDERWRITER OR INSURANCE COMPANY HAS OBTAINED A JUDGMENT IN A COMPETENT COURT AGAINST THE ASSURED,**
6. **THE CIRCUMSTANCES OF WHICH WERE KNOWN TO THE ASSURED PRIOR TO THE INCEPTION OF THIS INSURANCE,**

- 7. FOR WHICH THE ASSURED ARE ENTITLED TO ANY INDEMNITY UNDER ANY OTHER INSURANCE, OR**
- 8. CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM**
- (A) IONISING RADIATIONS OR CONTAMINATION BY RADIOACTIVITY FROM ANY NUCLEAR FUEL OR FROM ANY NUCLEAR WASTE FROM THE COMBUSTION OF NUCLEAR FUEL,**
- (B) THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS PROPERTIES OF ANY EXPLOSIVE NUCLEAR ASSEMBLY OR NUCLEAR COMPONENT THEREOF.**

**CONDITIONS**

1. In respect of each claim made against the Assured the amount specified in the Schedule shall be borne by the Assured at their own risk and the Underwriters shall only be liable to indemnify the Assured in excess of such amount.
2. The Assured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Underwriters, who shall be entitled at any time to take over and conduct in the name of the Assured the defence or settlement of any claim.  
Nevertheless, the Assured shall not be required to contest any legal proceedings unless a Counsel (or the equivalent who is legally qualified and practises as a senior lawyer in the Country of Law and Jurisdiction stated in the Schedule), to be mutually agreed upon by the Assured and the Underwriters, shall advise that such proceedings should be contested.
3. The Underwriters shall not settle any claim without the consent of the Assured. If, however, the Assured refuses to consent to any settlement recommended by the Underwriters and elects to contest or continue any legal proceedings in connection with such claim, then the Underwriters' liability for the claim shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with their consent up to the date of such refusal.
4. The Assured shall as a condition precedent to their right to be indemnified under this Insurance give to the Underwriters immediate notice in writing of
  - (a) any claim made against the Assured,  
or
  - (b) the receipt of notice from any person of an intention to hold the Assured responsible for the results of any breach of duty as Insurance Brokers or Insurance Agents,  
or
  - (c) any circumstances of which the Assured shall become aware,

during the period set forth in the Schedule, which may subsequently give rise to a claim against the Assured.

Such notice having been given as required by (b) or (c) above, any subsequent claim arising therefrom shall be deemed to have been made during the Period of this Insurance specified in the Schedule.

The Assured shall upon request give to the Underwriters such information as Underwriters may reasonably require.

5. If any payment is made under this Insurance in respect of a claim, the Underwriters shall be subrogated to all the Assured's rights of recovery in relation thereto. The Underwriters shall not however exercise any such rights against any employee of the Assured.
6. The Underwriters hereon agree that:
  - (a) In the event of a dispute arising under this Insurance, Underwriters at the request of the Assured will submit to the jurisdiction of any competent Court in the Country of Law and Jurisdiction stated in the Schedule. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

- (b) Any summons notice or process to be served upon the Underwriters may be served upon the person or firm stated in the Schedule who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the Assured to give a written undertaking to the Assured that they will enter an appearance on Underwriters' behalf.
- (c) If an action is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.
7. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claim hereunder shall be forfeited.

27/9/79

NMA2040

### **PREMIUM PAYMENT WARRANTY:**

**NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS POLICY OR ANY ENDORSEMENT HERETO, IN RESPECT OF NON-PAYMENT OF PREMIUM ONLY THE FOLLOWING CLAUSE WILL APPLY.**

**THE INSURED UNDERTAKES THAT PREMIUM WILL BE PAID IN FULL TO INSURERS WITHIN 30 DAYS, AS MENTIONED IN POLICY SCHEDULE (OR, IN RESPECT OF INSTALMENT PREMIUMS, WHEN DUE). IF THE PREMIUM DUE UNDER THIS POLICY HAS NOT BEEN SO PAID TO INSURERS WITHIN THE 30 DAYS AS ABOVE (AND, IN RESPECT OF INSTALMENT PREMIUMS, BY THE DATE THEY ARE DUE) INSURERS SHALL HAVE THE RIGHT TO CANCEL THIS POLICY BY NOTIFYING THE INSURED IN WRITING. IN THE EVENT OF CANCELLATION, PREMIUM IS DUE TO INSURERS ON A PRO RATA BASIS FOR THE PERIOD THAT INSURERS ARE ON RISK BUT THE FULL POLICY PREMIUM SHALL BE PAYABLE TO INSURERS IN THE EVENT OF A LOSS OR OCCURRENCE PRIOR TO THE DATE OF TERMINATION WHICH GIVES RISE TO A VALID CLAIM UNDER THIS CONTRACT.**

**IT IS AGREED THAT INSURERS UNDER THIS CLAUSE, SHALL GIVE NOT LESS THAN 15 DAYS PRIOR NOTICE OF CANCELLATION TO THE INSURED. IF PREMIUM DUE IS PAID IN FULL TO INSURERS BEFORE THE NOTICE PERIOD EXPIRES, NOTICE OF CANCELLATION SHALL AUTOMATICALLY BE REVOKED. IF NOT, THE POLICY SHALL AUTOMATICALLY TERMINATE AT THE END OF THE NOTICE PERIOD.**

**IF ANY PROVISION OF THIS CLAUSE IS FOUND BY ANY COURT OR ADMINISTRATIVE BODY OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, SUCH INVALIDITY OR UNENFORCEABILITY WILL NOT AFFECT THE OTHER PROVISIONS OF THIS CLAUSE WHICH WILL REMAIN IN FULL FORCE AND EFFECT.**

**PPW – PRO RATA (15)**

### **COST INCLUSIVE CLAUSE**

Notwithstanding anything contained in the Policy or endorsed thereon to the contrary, it is hereby declared and agreed that the Company will indemnify the Insured in respect of all costs and expenses incurred with the written consent of company in the investigation, defence or settlement of any claim or circumstance however such costs and expenses are included within (and are not in addition to) the Indemnity Limits stated in the Policy Schedule

***Subject otherwise to the same terms, conditions and limitations of the said policy***

### **CHANGE IN RISK CLAUSE**

It is warranted that the statements and particulars in the proposal form referred to in the schedule and any supplementary information pertaining thereto provided by or on behalf of the insured are the basis of this policy and shall be deemed incorporated herein.

The insured agrees, by acceptance of this policy:

that the statements and particulars in the proposal form, and any supplementary information are fair representations and that this policy is issued in reliance upon the truth of such representations; and

that in the event of the proposal form, or any supplementary information, containing misrepresentations which materially affect the acceptance of risk hereunder by the company this policy shall be void in its entirety and of no effect whatsoever.

The insured must provide notice in writing if, during the policy period, there is any alteration in any material fact in relation to the business, its principals or activities since completion of the proposal form.

Material facts are those that an insurer would regard as likely to influence the acceptance and assessment of your insurance and include but are not limited to:

- A significant change in the scope of Professional Services provided.
- A significant change in fees.
- A change in the Professional Services provided geographically.
- If the Insured is a subject of a merger or acquisition.

Orient is then entitled to impose additional premium, terms and conditions that they deem necessary.

***Subject otherwise to the same terms, conditions and limitations of the said policy***

### **LOSS OF DOCUMENTS EXTENSION**

Notwithstanding anything contained herein to the contrary it is hereby agreed that if during the period specified in the Schedule the Insured shall discover that any documents (as hereinafter defined), the property of or entrusted to the firm named in the Schedule or their predecessors in business, which may now or hereafter be, or be supposed or believed to be, in the custody of the said firm, or in the custody of any other person to or with whom such documents have been entrusted, lodged or deposited by the said firm in the ordinary course of business, have while within the limits of the territory specified in the Schedule been destroyed or damaged or lost or mislaid and after diligent search cannot be found, the Company will indemnify the Insured against

- a) legal liability of whatsoever nature which the Insured may incur to any other person in consequence of such documents having been so destroyed, damaged, lost or mislaid, and
- b) costs and expenses of whatsoever nature incurred by the Insured in replacing or restoring such documents.

#### **Definition**

In this Extension 'documents' mean deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank-notes, currency notes, negotiable instruments and computer system's records).

#### **Conditions**

- a) The sum insured under this Policy shall not be increased by reason of this Extension.
- b) The deductible shall similarly apply to this Extension. In the event of a sublimit, it shall apply in the same proportion as that which it bears to the total limit insured.
- c) Any claim for costs and expenses incurred by the Insured in replacing or restoring documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Company with the approval of the Insured.

This extension is sub-limited as per the Schedule

***Subject otherwise to the same terms, conditions and limitations of the said policy***

### **DISHONESTY EXTENSION**

Notwithstanding anything contained herein to the contrary this Policy is extended to indemnify the Insured (notwithstanding Exclusion b) against any claim or claims made against the Insured and/or any person employed by the Insured during the period specified in the Schedule, brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission,

#### Conditions

- The sum insured under this Policy shall not be increased by reason of this Extension.
- The deductible shall similarly apply to this Extension. In the event of a sublimit, it shall apply in the same proportion as that which it bears to the total limit insured.
- Where payment is made in respect of a claim, and the Company is thereupon subrogated to all the Insured's rights of recovery in relation thereto, the Company may exercise any such rights against any partner and/or employee of the Insured if the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee.

This extension is sub-limited as per the Binder.

Subject otherwise to the terms, conditions and exclusions of this Policy

#### LIBEL AND SLANDER EXTENSION

Notwithstanding anything contained herein to the contrary this Policy is extended to indemnify the Insured (notwithstanding Exclusion a) against any claim or claims which may be made against them or any of them during the period specified in the Schedule for libel and slander by reason of words written or spoken by

- the Insured as defined in the Schedule
  - any person or persons who may during the subsistence of this Policy enter the firm insured hereunder in a professional capacity subject to General Condition c) below, cover being limited, however, to activities of such persons subsequent to their joining the Insured
  - any person employed by the Insured
- in the conduct, by or on behalf of the said firm, of any business conducted in their professional capacity.

#### Conditions

- The sum insured under this Policy shall not be increased by reason of this Extension.
- The deductible shall similarly apply to this Extension. In the event of a sublimit, it shall apply in the same proportion as that which it bears to the total limit insured.

This extension is sub-limited as per the Binder

Subject otherwise to the terms, conditions and exclusions of this Policy

#### FINES PENALTIES EXEMPLARY PUNITIVE OR LIQUIDATED DAMAGES EXCLUSION

It is hereby declared and agreed that punitive or exemplary damages, fines, penalties, liquidated damages or the return or withdrawal of professional fees or any other damages resulting from the multiplication of compensatory damages are totally excluded

***Subject otherwise to the same terms, conditions and limitations of the said policy***

#### CYBER EXCLUSION

**NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS INSURANCE OR ANY ENDORSEMENT THERETO IT IS AGREED THAT THIS INSURANCE EXCLUDES LIABILITY FOR LOSS, DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM OR IN CONNECTION WITH THE INSURED'S USE OF OR RELIANCE UPON OR SALE OR SUPPLY OF ANY COMPUTER HARDWARE OR RELATED INFORMATION TECHNOLOGY OR COMMUNICATION SYSTEM, ANY COMPUTER SOFTWARE, INTERNET, INTRANET, WEBSITE OR SIMILAR FACILITY, SYSTEM OR NETWORK AND/OR ANY ELECTRONIC DATA OR RELATED INFORMATION PROVIDED THAT**

**THIS ENDORSEMENT SHALL NOT EXCLUDE CLAIMS FOR PERSONAL INJURIES CAUSED BY AN ACCIDENT INVOLVING PHYSICAL CONTACT WITH COMPUTER HARDWARE.**



**“LOSS” IN THIS ENDORSEMENT SHALL INCLUDE (BUT SHALL NOT BE LIMITED TO) INJURY, LOSS, DAMAGE, COST OR EXPENSE OF WHATSOEVER NATURE INCLUDING CONSEQUENTIAL AND PURE FINANCIAL LOSS, AND LOSS OF, DAMAGE TO, DETERIORATION OR CORRUPTION (WHETHER PERMANENT OR TEMPORARY) OR LOSS OF USE OF ANY COMPUTER HARDWARE OR RELATED INFORMATION TECHNOLOGY OR COMMUNICATION SYSTEM, ANY COMPUTER SOFTWARE, INTERNET, INTRANET, WEBSITE OR SIMILAR FACILITY, SYSTEM OR NETWORK AND/OR ANY ELECTRONIC DATA AND RELATED INFORMATION.**

**IF THE UNDERWRITERS MAINTAIN THAT BY REASON OF THIS ENDORSEMENT ANY LOSS IS NOT COVERED BY THIS INSURANCE, THE BURDEN OF PROVING THE CONTRARY SHALL BE UPON THE INSURED.**

**IF ANY PART OF THIS ENDORSEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE, THE REMAINDER SHALL REMAIN IN FULL FORCE AND EFFECT.**

**NMA2981  
17/05/2004**

#### **PUBLIC AND PRODUCTS LIABILITY EXCLUSION**

**NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS POLICY OR ANY ENDORSEMENT THERETO IT IS AGREED THAT THIS POLICY EXCLUDES LOSS, DAMAGE, COST OR EXPENSE OF WHATSOEVER NATURE FOR ANY CLAIM DIRECTLY OR INDIRECTLY FOR WHICH THE INSURED HAS OR OUGHT REASONABLY TO HAVE PURCHASED INSURANCE COVER UNDER AN ERECTION, CONSTRUCTION, OR CAR, OR GUARANTEE POLICY, INCLUDING ANY PUBLIC LIABILITY OR PRODUCTS LIABILITY COVER, WHICH MAY INCLUDE ANY CLAIM ARISING OUT OF, BASED UPON OR ATTRIBUTABLE TO ANY DEFECT IN THE DESIGN OR MANUFACTURE OF ANY PRODUCT, THAT WOULD TYPICALLY BE PROVIDED BY SUCH COVERS, AND EVEN IF SUCH COVERS CONTAIN AN EXCLUSION OF LIABILITY FOR PROFESSIONAL INDEMNITY RISKS.**

***SUBJECT OTHERWISE TO THE SAME TERMS, CONDITIONS AND LIMITATIONS OF THE SAID POLICY***

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

**NO INSURER SHALL BE DEEMED TO PROVIDE COVER AND NO INSURER 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 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.**

**LMA3100**

**15 SEPTEMBER 2010**

***SUBJECT OTHERWISE TO THE SAME TERMS, CONDITIONS AND LIMITATIONS OF THE SAID POLICY***

#### **POLITICAL RISK EXCLUSION**

**NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS INSURANCE OR ANY ENDORSEMENT THERETO IT IS AGREED THAT THIS INSURANCE EXCLUDES LOSS, DAMAGE, COST OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM OR IN CONNECTION WITH ANY OF THE FOLLOWING REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE TO THE LOSS:**

**WAR, INVASION, ACTS OF FOREIGN ENEMIES, HOSTILITIES OR WARLIKE OPERATIONS (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, CIVIL COMMOTION ASSUMING THE PROPORTIONS OF OR AMOUNTING TO AN UPRISING, MILITARY OR USURPED POWER, CONFISCATION, EXPROPRIATION, NATIONALIZATION, COMMANDEERING,**

**REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY BY ORDER OF THE GOVERNMENT DE JUE OR DE FACTO OR ANY PUBLIC, MUNICIPAL OR LOCAL AUTHORITY OF THE COUNTRY OR AREA IN WHICH THE PROPERTY IS SITUATED; SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS REGULATION.**

**THIS ENDORSEMENT 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 THE ABOVE.**

**IF THE INSURERS ALLEGE THAT BY REASON OF THIS EXCLUSION, ANY LOSS, DAMAGE, COST OR EXPENSE IS NOT COVERED BY THIS INSURANCE, THE BURDEN OF PROVING THE CONTRARY SHALL BE UPON THE ASSURED.**

**IN THE EVENT ANY PORTION OF THIS ENDORSEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE, THE REMAINDER SHALL REMAIN IN FULL FORCE AND EFFECT.**

#### **ASBESTOS AND TOXIC MOULD EXCLUSION**

**BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING:**

- a) **THE MANUFACTURE, MINING, PROCESSING, DISTRIBUTION, TESTING, REMEDIATION, REMOVAL, STORAGE, DISPOSAL, SALE, USE OF OR EXPOSURE TO ASBESTOS OR MATERIALS OR PRODUCTS CONTAINING ASBESTOS WHETHER OR NOT THERE IS ANOTHER CAUSE OF LOSS WHICH MAY HAVE CONTRIBUTED CONCURRENTLY OR IN ANY SEQUENCE TO A CLAIM, OR**
- b) **"FUNGI" WHETHER OR NOT THERE IS ANOTHER CAUSE OF LOSS WHICH MAY HAVE CONTRIBUTED CONCURRENTLY OR IN ANY SEQUENCE TO A CLAIM;**

**"FUNGI" AS UTILISED HEREIN SHALL MEAN ANY FUNGUS OR MYCOTA OR ANY BY-PRODUCT OR TYPE OF INFEATATION PRODUCED BY SUCH FUNGUS OR MYCOTA, INCLUDING BUT NOT LIMITED TO MOULD, MILDEW, MYCOTOXINS, SPORES OR ANY BIOGENIC AEROSOLS.**

***SUBJECT OTHERWISE TO THE SAME TERMS, CONDITIONS AND LIMITATIONS OF THE SAID POLICY***

#### **COMMUNICABLE DISEASE EXCLUSION**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS POLICY DOES NOT COVER ANY LOSS DIRECTLY OR INDIRECTLY ARISING OUT OF, CONTRIBUTED TO BY, OR RESULTING FROM A COMMUNICABLE DISEASE AND/OR ANY DIRECTLY OR INDIRECTLY RELATED CONDITION OR THREAT OR FEAR THEREOF (WHETHER ACTUAL OR PERCEIVED).**

**COMMUNICABLE DISEASE SHALL MEAN ANY INFECTIOUS DISEASE THAT IS CONTAGIOUS AND THAT CAN BE TRANSMITTED EITHER DIRECTLY OR INDIRECTLY FROM ONE SOURCE TO ANOTHER BY AN INFECTIOUS AGENT OR ITS TOXINS.**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

#### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

**NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS INSURANCE OR ANY ENDORSEMENT**

**THERE TO IT IS AGREED THAT THIS INSURANCE EXCLUDES LOSS, DAMAGE, COST OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM OR IN CONNECTION WITH ANY OF THE FOLLOWING REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE TO THE LOSS;**

- (1) **WAR, INVASION, ACTS OF FOREIGN ENEMIES, HOSTILITIES OR WARLIKE OPERATIONS (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION,**



**INSURRECTION, CIVIL COMMOTION ASSUMING THE PROPORTIONS OF OR AMOUNTING TO AN UPRISING, MILITARY OR USURPED POWER;**

**OR**

**(2) ANY ACT OF TERRORISM.**

**FOR THE PURPOSE OF THIS ENDORSEMENT 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 ORGANISATION(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 ENDORSEMENT 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 (1) AND/OR (2) ABOVE.**

**IF THE UNDERWRITERS ALLEGE THAT BY REASON OF THIS EXCLUSION, ANY LOSS, DAMAGE, COST OR EXPENSE**

**IS NOT COVERED BY THIS INSURANCE THE BURDEN OF PROVING THE CONTRARY SHALL BE UPON THE ASSURED.**

**IN THE EVENT ANY PORTION OF THIS ENDORSEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE, THE**

**REMAINDER SHALL REMAIN IN FULL FORCE AND EFFECT.**

**NMA2918**

**08/10/2001**

***SUBJECT OTHERWISE TO THE SAME TERMS, CONDITIONS AND LIMITATIONS OF THE SAID POLICY***

#### **NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

**THIS INSURANCE SHALL EXCLUDE NUCLEAR ENERGY RISKS WHETHER SUCH RISKS ARE WRITTEN DIRECTLY AND/OR ANY BY WAY OF INSURANCE AND/OR VIA POOLS AND/OR ASSOCIATIONS.**

**FOR ALL PURPOSES OF THIS INSURANCE 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:**

- (I.) ALL PROPERTY ON THE SITE OF NUCLEAR POWER STATION. NUCLEAR REACTORS, REACTOR BUILDINGS AND PLANT AND EQUIPMENT THEREIN ON ANY SITE OTHER THAN A NUCLEAR POWER STATION.**
  - (II.) ALL PROPERTY, ON ANY SITE (INCLUDING BUT NOT LIMITED TO THE SITES REFERRED TO IN (I) ABOVE USED OR HAVING BEEN USED FOR:  
A) THE GENERATION OF NUCLEAR ENERGY; OR  
B) THE PRODUCTION, USE OR STORAGE OF NUCLEAR MATERIAL.**
  - (III.) 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 POLL AND/OR ASSOCIATION.**
  - (IV.) 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 OR IRRADIATION AND CONTAMINATION BY NUCLEAR MATERIAL.**
- EXCEPT AS UNDERNOTED NUCLEAR ENERGY RISKS SHALL NOT INCLUDE:**

- (I.) ANY INSURANCE OR REINSURANCE IN RESPECT OF THE CONSTRUCTION OR ERECTION OR INSTALLATIONS OR REPLACEMENT OR REPAIR OR MAINTENANCE OR DECOMMISSIONING OF PROPERTY AS DESCRIBED IN (I) TO (III) ABOVE (INCLUDING CONTRACTORS' PLANT AND EQUIPMENT);
- (II.) 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 OR IRRADIATION AND CONTAMINATION BY NUCLEAR MATERIAL.  
HOWEVER, THE ABOVE EXEMPTION SHALL NOT EXTEND TO:
1. THE PROVISION OF ANY INSURANCE OR REINSURANCE WHATSOEVER IN RESPECT OF:
    - A) NUCLEAR MATERIAL;
    - B) 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 CRITICALLY WHERE SO AGREED WITH THE RELEVANT LOCAL NUCLEAR INSURANCE POOL AND/OR ASSOCIATION.
  2. THE PROVISION OF ANY INSURANCE OR REINSURANCE FOR THE UNDERNOTED PERILS:
    - A) FIRE LIGHTNING, EXPLOSION;
    - B) EARTHQUAKE;
    - C) AIRCRAFT AND OTHER AERIAL DEVICES OR ARTICLES DROPPED THEREFROM;
    - D) IRRADIATION AND RADIOACTIVE CONTAMINATION;
    - E) ANY OTHER PERIL INSURED BY THE RELEVANT LOCAL NUCLEAR INSURANCE POOL AND OR ASSOCIATION IN RESPECT OF ANY OTHER PROPERTY IN (1) ABOVE WITH INVOLVES THE PRODUCTION, USE OR STORAGE OF NUCLEAR MATERIAL AS FROM THE INTRODUCTION OF NUCLEAR MATERIAL INTO SUCH PROPERTY.

**DEFINITIONS:**

**"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 COME 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 UTILIZATION 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, 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 SHROUDDING) 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.**

**IT IS UNDERSTOOD AND AGREED THAT IN RESPECT OF JAPANESE BUSINESS CERTAIN LIABILITIES THE TYPE OF WHICH BY MARKET PRACTICE AND CUSTOM HAVE NOT BEEN DECLARED TO THE JAPANESE NUCLEAR POOL SHALL NOT FALL WITHIN THE SCOPE OF THIS EXCLUSION.**

#### **DIRECTORS & OFFICERS LIABILITY EXCLUSION**

**THIS POLICY SHALL NOT INDEMNIFY THE INSURED IN RESPECT OF ANY BREACH BY INSURED/ASSURED OF A PERSONAL DUTY OWED SOLELY IN THE CAPACITY OF A MEMBER, DIRECTOR, SECRETARY OR OFFICER OF A BODY CORPORATE**

***SUBJECT OTHERWISE TO THE SAME TERMS, CONDITIONS AND LIMITATIONS OF THE SAID POLICY***

#### **CONSEQUENTIAL LOSS EXCLUSION**

**THIS POLICY SHALL NOT INDEMNIFY THE INSURED IN RESPECT OF ANY CLAIM, LOSS, LIABILITY OR EXPENSE ARISING FROM CONSEQUENTIAL LOSS. FOR THE PURPOSE OF THIS ENDORSEMENT, CONSEQUENTIAL LOSS IS DEFINED AS ANY INDIRECT LOSS ARISING OUT OF THE NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF THE INSURED INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS/ RENT, LOSS OF REVENUES OR ANTICIPATED SAVINGS, LOSS OF PRODUCTION, LOSS OF USE AND/OR DELAY, INCREASED COSTS OF WORKING, LOSS OF ANY CONTRACT/ OPPORTUNITY AND/OR LOSS OF GOODWILL**

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

#### **USA / CANADA EXCLUSION**

**IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO ANY CLAIM BROUGHT IN THE JURISDICTION OF THE USA OR CANADA NOR ANY CLAIM BROUGHT ELSEWHERE TO ENFORCE A JUDGEMENT IN THE USA OR CANADA WHETHER BY WAY OF RECIPROCAL AGREEMENT OR OTHERWISE. EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT, ALL TERMS, PROVISIONS AND CONDITIONS OF THIS CERTIFICATE SHALL HAVE FULL FORCE AND EFFECT.**