

underwritten by:



FLOCK 

**UAV pay-as-you-fly insurance for
commercial operators in training**

Allianz Global Corporate & Specialty SE

UAV pay-as-you-fly insurance for commercial operators in training

[2018 - rev2]

This Evidence of Insurance is valid only where the appropriately completed and numbered Drone Insurance Certificate has been attached and the appropriate premium has been paid.

Flock are an Appointed Representative of Worry+Peace (a trading name of Innovative Risk Ltd.) who have arranged for this insurance to be underwritten by Allianz Global Corporate & Specialty. 60 Gracechurch Street, London, EC3V 0HR. Company No. FC024389. Branch No. BR006950. Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) and regulated by the Financial Conduct Authority (FCA) for the conduct of UK business. FCA reg. number: FRN214374. Head Office: Allianz Global Corporate & Specialty SE, Königinstraße 28, 80802 München, Germany. Worry+Peace (Innovative Risk Ltd.), are authorised and regulated by the Financial Conduct Authority. FCA Number: 609155

These can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

This evidence of cover is to confirm that those persons who have paid the appropriate premium are insured under Agreement Number stated in the Schedule.

This insurance has been effected in accordance with the authorisation granted to the Coverholder, Worry+Peace (Innovative Risk Ltd.) who act as agent for the Underwriters in performing its duties under the Agreement. This document only constitutes a valid evidence of insurance within the Policy Period specified in the Schedule.

This is to certify that Allianz Global Corporate & Specialty SE (Insurers) hereby agree, in consideration of the premium specified in the Schedule having been paid or agreed to be paid to us by or on behalf of the Insured and in reliance upon the statements in the Schedule, to indemnify the Insured against its legal liability or expense in the manner provided herein.



Signed by Brian Kirwan, Chief Executive Officer UK, Allianz Global Corporate & Specialty SE

Schedule

Part 1: Policy

Name of Insured	Drone Company LTD	Policy Number	XX0123456ZZ
Address	60 Gracechurch St, London, EC3V 0HR		
Policy Period:			
From:	21/06/2017, 15:30 GTM	To:	21/06/2017, 16:30 GTM

Part 2: UAV

UAV Manufacturer	DJI	UAV Type	Inspire 2
Ancilliary equipment	none	Market value	GBP 3,059.00

Part 3: Qualifications and activity

Operator's name	Drone Company LTD	Purpose of flight	NQE Training
Authority permission	N/A	Operator certificate	NQE theoretical exam

Part 4: Geographical Limits

Location name:	Clerkenwell, London
Geofence epicenter:	51.5254, -0.1171
Geofence radius:	500 metres



The image is only displayed for customer reference and is not legally binding

Part 5: Limits and deductibles

Section I: Loss of or damage to UAS listed in Part 2 above

a) Amounts to be deducted from each and every loss including total loss	The greater of: i) £ 300, or ii) 10% of the sum insured
b) Limit of Indemnity	£ 3,000

Section II: Liability to Third Parties

a) Amounts to be deducted each and every loss including total loss	£ 300
b) Limit of Indemnity	The greater of: i) £ 1,000,000, or ii) the highest equivalent in GBP, during the Policy Period, of SDR750,000

Part 6: Premium

Premium (Sections I & II)	£ 10.50
Insurance Premium Tax (12% of Premium)	£ 1.26
Distribution fee	£ 0.55
Total	£ 11.76

Part 7: In the event of a claim

Claims are handled through the Flock Cover app. Both the in-flight screen and past flights' screens feature a "make a claim" button, which will guide the insured through the claim initiation process.

UAV pay-as-you-fly insurance for commercial operators in training

Headings and marginal captions are inserted for the purpose of convenient reference only and are not to be deemed part of this Policy.

Certain words and phrases used in this Policy have special meanings which can be found in Section III (E) Definitions.

The Insurers agree to insure against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

SECTION I: LOSS OF OR DAMAGE TO UAV

1. Coverage

(a) The Insurers will at their option pay for, replace or repair, accidental loss of or damage to the UAV described in the Schedule arising from the risks covered, including disappearance if the UAV is unreported for five (5) days after the commencement of Flight. The final sum paid by the Insurer will be subject to amounts deducted as specified in Part 5 (Section 1- a) of the Schedule. In the instance of Water Damage claims, the excess will be increased by additional £250.

(b) If the UAV is insured hereby for the risks of Flight, the Insurers will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the UAV consequent upon damage or forced landing, up to 10 per cent of the limit specified in Part 5 (Section I – b) of the Schedule.

2. Conditions applicable to this Section only

Dismantling,
Transport and
Repairs

- (a) If the UAV is damaged
- (i) no dismantling or repairs shall be commenced without the consent of the Insurers except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;
 - (ii) the Insurers will pay only for repairs and transport of labour and materials by the most economical method unless the Insurers agree otherwise with the Insured.

Payment or Replacement	<p>(b) If the Insurers exercise their option to pay for or replace the UAV.</p> <p>(i) the Insurers may take the UAV (together with all documents of record, registration and title thereto) as salvage;</p> <p>(ii) the replacement UAV shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured.</p>
No Abandonment	<p>(d) Unless the Insurers elect to take the UAV as salvage the UAV shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers.</p>
Other Insurance	<p>(e) No claim shall be payable under this Section if other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without the knowledge or consent of the Insurers.</p>

SECTION II: LEGAL LIABILITY TO THIRD PARTIES

1. Coverage

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of:

- (a) Accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the UAV described in the Schedule or by any object falling therefrom.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for:

- | | |
|----------|---|
| Property | (a) loss of or damage to any property belonging to or in the care, custody or control of the Insured; |
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3. Limit of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amount stated in Part 5 (Section II - b) of the Schedule, less any amounts under Part 5 (Section II - a).

The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

See also Section III (General Exclusions / Conditions)

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| Noise | Subject to Section II Legal Liability to Third Parties being in place then coverage excluded by Attachment Number One of the Noise and Pollution and Other Perils Exclusion Clause is hereby re-instated. The Level of indemnity provided by this extension is limited to the minimum amount required to be covered under EC785/2004. |
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Cover under Section II Legal Liability to Third Parties is therefore extended, to cover claims directly or indirectly occasioned by, happening through or in consequence of noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith. (attachment 1)

(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

This policy does not apply:

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| Illegal Uses | 1. | Whilst the UAV is being used for any illegal purpose or for any purpose other than those stated in Part 3 of the Schedule and as defined in the Definitions. |
| Geographical Limits | 2. | Whilst the UAV is outside the geographical limits stated in Part 4 of the Limits Schedule unless due to force majeure. |
| Operator | 3. | Whilst the UAV is being operated by any person without the authorisation to operate under the license of the Insured. |
| Landing and Take-off Areas | 4. | Whilst the UAV 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 UAV except as a result of force majeure. |
| Contractual Liability | 5. | To liability assumed or rights waived by the Insured under any agreement except to the extent that such liability would have attached to the Insured in the absence of such agreement. |
| Non-Contribution | 6. | To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected. |
| Nuclear Risks | 7. | To claims excluded by the attached Nuclear Risks Exclusion Clause (attachment 2) |
| War, Hijacking, and Other Perils | 8. | To claims caused by: <ul style="list-style-type: none"> (a) 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. (b) 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. (c) Strikes, riots, civil commotions or labour disturbances. (d) 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. |

SECTION III

- (e) Any malicious act or act of sabotage.
- (f) 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.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the UAV in Flight (including any attempt at such seizure or control) of the UAV acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the UAV is outside the control of the Insured by reason of any of the above perils.

The UAV shall be deemed to have been restored to the control of the Insured on the safe return of the UAV to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the UAV (such safe return shall require that the UAV be parked with engines shut down and under no duress).

Noise and Pollution	9.	To claims excluded by the attached Noise, Pollution and Other Perils Exclusion Clause (attachment 1)
Asbestos Exclusion	10.	To claims excluded by the attached Asbestos Exclusion Clause (attachment 3)
Scratching/ fogging	11.	In respect of camera equipment, coverage excludes scratching / fogging of lenses and mechanical derangement unless arising out of an accident to the UAV to which it is fitted on.
AVN 111 Clause	12.	Notwithstanding anything to the contrary in the Policy the following shall apply: <ul style="list-style-type: none"> (a) If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, the Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.

- (b) In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.

AVN 72

13. Contracts (Rights of Third Parties) Act 1999 exclusions Clause (attachment 5)

(B) EXTENSIONS ON COVERAGE

- 1. Extended Coverage Endorsement (attachment 4)
- 2. Pilot Indemnity Clause (attachment 6)
- 3. Unauthorised Use Clause (attachment 7)
- 4. Civil Use of MOD Airfields Endorsement (attachment 8)
- 5. UAV Spares Extension Endorsement (attachment 9)

(C) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

It is necessary that the Insured observes and fulfils the following Conditions before the Insurers have any liability to make any payment under this Policy.

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| Reasonable Care | 1. The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used. |
| Due Diligence | 2. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon. |
| Compliance with regulations | 3. The Insured 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 UAV and shall ensure that: <ul style="list-style-type: none"> (a) the UAV is airworthy at the commencement of each Flight; |

- (b) all Log Books and other records in connection with the UAV 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 Insurers or their agents on request;
 - (c) the employees and agents of the Insured comply with such orders and requirements.
4. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as Insurers may require.

(D) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

Claims
Procedure

1. Upon the happening of any accident likely to give rise to a claim under this Policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, immediate notice shall be given to Insurers by using the "Make a Claim" feature of the Flock Cover app. In all cases, the Insured shall:
- (a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters, claims, writs, summons, process or documents relating thereto;
 - (b) give notice of any impending prosecution;
 - (c) render such further information and assistance as the Insurers may reasonably require;
 - (d) not act in any way to the detriment or prejudice of the interest of the Insurers.
 - (e) If any claim under this Policy is also covered in whole or in part by any other insurance, the liability of Insurers shall be limited to their rateable proportion of such claim.

The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Insurers.

Flight Logs on Claim	2.	In the event of a claim, the Insured shall provide the Flight Logs of the Flight they are claiming for. In cases where the Insured fails to do this: (a) The Insured will be required to provide additional details outlining the reason for the absence of Flight Logs; (b) If the insured fails to provide both the flight logs and a valid reason for their absence, the insurer will reserve the right to void any claim.
Proof of Purchase	3.	As part of the claims handling procedure, the Insurer may request proof of purchase of the UAV and all damaged equipment. Failure to provide such documents shall render the Policy become void and all claims shall be forfeited.
Claims Control	4.	The Insurers shall be entitled (if they so elect) at any time and for so long as they desire to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim.
Subrogation	5.	Upon an indemnity being given or a payment being made by the Insurers under this Policy, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.
Cancellation	6.	This Policy may be cancelled by either the Insurers or the Insured within 14 days of payment. If the policy is cancelled prior to the starting time of the policy, the full cost will be refunded. No refund will be due if the policy is cancelled either after the start time of the policy. There will be no return of premium in respect of any UAV on which a loss is paid or is payable under this Policy. Cancellation provision as per the Nuclear Risk clause remains paramount.
Assignment	7.	This Policy shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon.
Not Marine Insurance	8.	This Policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance.
Arbitration	9.	This Policy shall be construed in accordance with English Law and any dispute or difference between the Insured and the Insurers shall be submitted to arbitration in London in accordance with the Statutory provision for arbitration for the time being in force.
False and Fraudulent Claims	10.	If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

(E) DEFINITIONS

“ACCIDENT” means any one accident or series of accidents arising out of one event.

“BUSINESS” means for business or professional purposes but NOT use for hire or reward.

“FLIGHT” means from the time the UAV is switched on, moves forward in taking off or attempting to take off, whilst in the air, and until the UAV completes its landing run. A rotary-wing UAV shall be deemed to be in Flight when the UAV is switched on and the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.

“FLIGHT LOGS” means a file automatically generated by the UAV, a controller or ground control, containing Flight details, including, but not limited to, the time-stamped location of the UAV during Flight, on-board sensor data and user inputs into the controller.

“UAV”, which may be referred to as “DRONE” in the Flock Cover app or other documents related to this policy, shall mean the airborne Unmanned Aerial Vehicle described herein, and in addition to the air-frame shall include power plants, propellers, rotors and appliances attached to the Unmanned Aerial Vehicle at the inception of coverage hereunder.

“GROUND” means whilst the UAV is not in flight.

“COMMERCIAL OPERATIONS” means any operation of an aircraft other than for public transport—

- (a) which is available to the public; or
- (b) which, when not made available to the public, is performed under a contract between an operator and a customer, where the latter has no control over the operator, in return for remuneration or other valuable consideration.

“WATER DAMAGE” means incidents emerging from the UAV submerging in water. Including submersion in, but not limited to, rivers, lakes, sea, ponds, reservoirs or swimming pools.

ATTACHMENT 1: NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:

- (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
- (b) pollution and contamination of any kind whatsoever,
- (c) electrical and electromagnetic interference,
- (d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal UAV operation.

2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend:

- (a) claims excluded by Paragraph 1 or
- (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, Underwriters shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:

- (i) damages awarded against the Insured and
- (ii) defence fees and expenses incurred by the Insured.

4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

ATTACHMENT 2: NUCLEAR RISKS EXCLUSION CLAUSE

1. This Policy does not cover:
 - i. loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - ii. any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
 - a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

2. It is understood and agreed that such radioactive material or other radioactive source in paragraphs (1) (b) and (c) above shall not include:
 - i. depleted uranium and natural uranium in any form;
 - ii. radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - i. the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy, or
 - ii. any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - iii. the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that;

i. in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

ii. this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

iii. in the case of any claim for the loss of or destruction of or damage to or loss of use of an UAV caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300cm²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²)

iv. the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

ATTACHMENT 3: ASBESTOS EXCLUSION CLAUSE

This Policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- (1) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- (2) any obligation, request, demand, order, or statutory or regulatory requirement that any Insured 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.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal UAV operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (1) or (2) hereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATTACHMENT 4: EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)

1. WHEREAS the Policy of which this Endorsement forms part includes General Exclusion 8 - War, Hi-Jacking and Other Perils Exclusion Clause it is hereby understood and agreed that all sub-paragraphs other than 'b' are deleted SUBJECT TO all terms and conditions of this Endorsement.

2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of General Exclusion 8.

3. LIMITATION OF LIABILITY

The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be the applicable Policy limit any one Occurrence and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full Policy limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the Policy, this sub-limit shall not apply to such Insured's liability for cargo and mail while it is on board the UAV of any UAV operator to whom the Policy affords cover for liability for such cargo and mail arising out of its operation of UAV.

4. AUTOMATIC TERMINATION

To the extent provided below, cover for planned future flights extended by this Endorsement shall be cancelled in the following circumstances:

(i) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B - 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 Insured UAV may be involved

(ii) All cover in respect of any of the Insured UAV requisitioned for either title or use - upon such requisition

PROVIDED THAT if an Insured UAV is in the air when (i) or (ii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such UAV until completion of its first landing thereafter.

ATTACHMENT 5: CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

ATTACHMENT 6: PILOT INDEMNITY CLAUSE

The Sections of this Policy covering bodily injury liability and property damage liability are extended to cover, as if he/she were the Insured, any UAV operator authorised by the Insured under the terms of the Policy in respect of injury or damage arising out of the operation of the UAV described in the Schedule to the Policy, but not so as to increase the liability of Insurers beyond the amount which would otherwise have been payable under this Policy had liability been incurred by the Insured.

Provided always that

1. At the time of any accident giving rise to a claim under this Clause the said UAV Operator
 - (a) shall as though he/she were the Insured, observe, fulfil and be subject to the terms, conditions and exclusions contained in the Policy, and
 - (b) is not entitled to indemnity under any other policy.

2. There shall be no indemnity under this Clause in respect of claims made against the UAV Operator by the Insured and/or with respect to the UAV described in the Schedule to the Policy.

ATTACHMENT 7: UNAUTHORISED USE CLAUSE

No claim under this Policy shall be rejected on the grounds that the UAV was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was not authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of the Insured outside the normal scope of his authority shall be deemed not to be authorisation given by the Insured.

ATTACHMENT 8: CIVIL USE OF MOD AIRFIELDS ENDORSEMENT

It is noted that the Insured(s) may wish to use, for civil aircraft purposes, Ministry of Defence (MOD) airfields and be required to enter into an agreement with the Crown incorporating certain conditions for the civil (flying) use of such airfields and to afford an indemnity to the Crown in the form of IN-DEM3.81/Form 4a.

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay and shall pay to the Crown under such an agreement as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by any UAV insured under the Policy or object falling therefrom.

The limit applicable to this Endorsement is GBP 7,500,000. Any one Accident and such limit shall not be in addition to or nor in excess of any other limit of liability provided in the Policy.

Additional Premium: Included herein

Unless the Policy otherwise provides, the following General Exclusions shall apply:

- (a) General Exclusion 7 - Nuclear Risks Exclusion Clause;
- (b) General Exclusion 8 - War, Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN 48B;
- (c) General Exclusion 9 - Noise and Pollution and Other Perils Exclusion Clause AVN 46B;
- (d) General Exclusion 13 - Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN 72; and

Nothing in this Endorsement shall restrict the coverages otherwise provided under the Policy.

ATTACHMENT 9: UAV SPARES EXTENSION ENDORSEMENT

1. INTENTION

Subject to the terms, conditions and exclusions of the Policy to which this Endorsement is attached, and to the following terms, conditions and exclusions hereinafter contained, the Policy is extended to insure Property being only Engines, Spare Parts and Equipment destined to be fitted to or to form part of an UAV and being the property of the Insured or the property of others for which the Insured is responsible, while such property is in the care, custody or control of the Insured on the ground, or is being carried as cargo in transit, by air (including Insured's aircraft) and/or steamers (approved or held covered at a premium to be arranged) and/or road and/or rail and/or conveyance.

2. CONDITIONS

All risks of Physical Loss or Damage (except as excluded) but:

Air Transits: Institute Cargo Clauses (AIR) 1/1/82

Marine Transits: Institute Cargo Clauses (A) 1/1/82

3. GEOGRAPHICAL LIMITS

This Extension covers the property described above, against the risks described above, and operating as per the geographical limits shown in the Schedule.

4. EXCLUSIONS

This coverage does not insure:

- (a) Loss of or damage to any such property occurring at any time after the commencement of the operation of fitting it to or placing it on board the UAV to which it is destined.
- (b) Loss of or damage to an Engine occurring during the running or testing thereof.
- (c) Mechanical or electrical derangement.
- (d) Loss or damage caused by wear, tear or gradual deterioration.
- (e) Loss or damage caused by or resulting from neglect of the Insured to use reasonable means to save and preserve the property at the time of and after any loss or damage.
- (f) Loss of or damage to any property which has been detached from an UAV and which is intended to be refitted to the UAV and not to be replaced by other property.

- (g) Loss of or damage to any property hereby insured which may be sustained whilst the same is under any process and directly resulting therefrom.
- (h) Property carried in an UAV as a spare parts kit.
- (i) Property fitted to or forming part of an UAV.
- (j) The property of others carried or stored by the Insured for hire or reward.
- (k) Mysterious disappearance or unexplained loss or shortage disclosed upon taking inventory.

5. This Extension is subject to the Nuclear Risks Exclusion Clause AVN71.

6. This Extension does not cover claims caused by:

- (a) 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.
- (b) 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.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) 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.
- (e) Any malicious act or act of sabotage.
- (f) 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.
- (g) A UAV being outside the control of the Insured by reason of a peril excluded by paragraphs (e) or (f).

7. DEDUCTIBLE CLAUSE

Each claim for loss or damage arising out of one event shall be adjusted separately and from the amount of such adjusted claim the sum specified in Part 5 (Section I - a) of the Schedule shall be deducted.

8. LIMITS OF LIABILITY

The liability of the Insurers shall not exceed:

1. The amount specified in Part 5(Section II - b) of the Schedule for any one building and/or location
2. The amount specified in Part 5(Section II - b) of the Schedule for any one sending
3. The cost of repair or the cost of replacement or the insured value, whichever shall be the least amount, in respect of any one item of property.

10. SALVAGE AND RECOVERIES CLAUSE

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

11. LOSS CLAUSE

Any loss hereunder shall not reduce the amount of the Policy to which this Endorsement is attached.