



**Flylcarus**  
DRONE INSURANCE

# SAMPLE COMMERCIAL DRONE INSURANCE POLICY

Underwritten by  **Swiss Re**  
Corporate Solutions

Sky's the  
Limit



## Thank you for choosing FLYICARUS.COM

FLYICARUS.COM is a trading name of FlyIcarus Ltd. FlyIcarus Ltd is an Appointed Representative of Bannerman Rendell Ltd which is authorised and regulated by the Financial Conduct Authority. The FCA Register number is 308692. You can check this on the FCA's Register by visiting their website at <https://register.fca.org.uk>

Whilst we have endeavoured to make this Policy Summary and your Drone Insurance Policy easy to read, we have still had to use some words that have a special meaning. These words are explained under 'definitions' in your Drone Insurance Policy. From now on wherever a word with a definition is used it will be printed in bold type.

### YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please contact [support@flyicarus.com](mailto:support@flyicarus.com) (via e-mail) within 14 days of issue. On the condition that no **Claims** have been made or are pending, a full refund will be available.

Thereafter **You** may cancel the **Policy** cover at any time by **You** giving FlyIcarus Ltd 30 days' notice in writing of such cancellation. At **Our** discretion, **We** may allow a refund of premium for any unexpired **Period of Insurance** less an administration fee of £25.00. There will be no return of premium in respect of any **Drone** on which a loss has been paid or is payable under this **Policy**.

### OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance document by sending 30 days' notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

### MAKING A CLAIM

Should **You** wish to make a **Claim** or report an incident that could give rise to a **Claim** under this insurance please visit [www.flyicarus.com](http://www.flyicarus.com). Select "Make a **Claim**" in the navigation bar on the homepage and follow the instructions on how to complete the **Claims** Notification Form. If **You** experience any difficulties or have a question, please contact FlyIcarus by email at [claims@flyicarus.com](mailto:claims@flyicarus.com) or Telephone: +44 (0) 203 790 7385.

### OUR COMPLAINTS PROCEDURE

**We** are proud of the service that **We** provide but occasionally, things may go wrong and if this happens, **We** have a procedure in place to fully investigate **Your** complaint and where appropriate, to make changes to prevent a recurrence.

- If **You** are unhappy with any element of the cover **We** provide, any aspect of **Our** service, **Claims** Handling or have a cause for complaint, in the first instance, please contact us by email at: -

[complaints@flyicarus.com](mailto:complaints@flyicarus.com) or Telephone: +44 (0) 203 790 7385.

- Any complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service: Financial Ombudsmen Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. United Kingdom.

### YOUR RIGHTS

**Your** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## FlyIcarus Drone Insurance

Effected on behalf of Swiss Re International SE, UK Branch, by FlyIcarus Ltd, 20 – 22 Wenlock Road, London. N1 7GU. United Kingdom.

This is to certify that in accordance with the authorisation granted to FlyIcarus Ltd under the contract to the undersigned by Swiss Re International SE, UK Branch, who are hereby bound, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If **You** shall make a **Claim** knowing the same to be false or fraudulent, as regards amount or otherwise, this **Policy** shall become void and all **Claim** hereunder shall be forfeited.

In witness whereof this insurance has been signed at the place stated and on the date specified in the Certificate of Insurance by FlyIcarus Ltd.

A handwritten signature in black ink that reads "Icarus".

.....  
Authorised Signatory  
FlyIcarus Ltd

FlyIcarus Ltd is an Appointed Representative of Bannerman Rendell Ltd which is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA Register number is 308692. **You** can check this on the FCA's Register by visiting their website <https://register.fca.org.uk>.

## GETTING IN TOUCH

Should **You** wish to amend **Your Policy**, and or it's details, please e-mail **Us** and submit **Your** request online. The contact e-mail address is: -

[support@flyicarus.com](mailto:support@flyicarus.com)

Should **You** have a query regarding **Your Policy** or any other matter, please see our “Frequently Asked Questions” (FAQ's) which can be found on **Our** website at: -

[www.flyicarus.com/FAQs](http://www.flyicarus.com/FAQs).

If **You** are still unable to resolve **Your** query, please send an email to the address below: -

[support@flyicarus.com](mailto:support@flyicarus.com)

Alternatively, if **You** wish to contact a member of the FlyIcarus Team directly, please either

Telephone +44 (0) 203 790 7385

or write to **Us** at: -

FlyIcarus Ltd  
20 -22 Wenlock Road,  
London. N1 7GU  
United Kingdom.

## Your Drone Insurance Policy

**We** agree to insure **You** 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**.

Note: -

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

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### SECTION I – LOSS OF OR PHYSICAL DAMAGE TO DRONE

#### 1. WHAT IS COVERED

- Physical Damage (a) **We** will at **our** option pay for, replace or repair, accidental loss of or damage to the **Drone** and/or **Associated Equipment** described in the Schedule arising from the risks covered, including **Theft** and **Disappearance** of the **Drone(s)** and/or **Associated Equipment**. Amount **Insured** as specified in PART 1 of the Schedule and subject to the amounts to be deducted specified in PART 5 Section 1(B).

In the event **Your Drone** suffers a loss and **You** choose to make a **Claim** under **Your Policy**, on condition that the **Drone** has been packaged in accordance with **Our** prior instructions, the coverage provided under this section (a) will be extended to include accidental loss of or damage to the **Drone** arising from the risks covered during transportation to a repairer approved by **Us**.

- Emergency Expenses (b) If the **Drone** is insured hereby for the risks of **Flight**, **We** will, in addition, pay reasonable emergency expenses necessarily incurred by **You** for the immediate safety of the **Drone(s)** and/or **Associated Equipment** consequent upon damage or forced landing, up to 10 per cent of the amount insured as specified in PART 1 of the Schedule.

#### 2. WHAT IS NOT COVERED

- Wear and Tear, Breakdown (a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any **Unit** of the **Drone** and the consequences thereof within such **Unit**;
- (b) damage to any **Unit** by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1(a) above.

HOWEVER accidental loss of or damage to the **Drone** consequent upon 2(a) or (b) above is covered under paragraph 1(a) above.

### 3. CONDITIONS

- |  |  |
|--|--|
| Dismantling<br>Transport and<br>Repairs            | <p>(a) If the <b>Drone(s)</b> and/or <b>Associated Equipment</b> is damaged</p> <p>(i) no dismantling or repairs shall be commenced without <b>Our</b> consent except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;</p> <p>(ii) <b>We</b> will pay only for repairs and transport of labour and materials by the most economical method unless <b>We</b> agree otherwise with the <b>You</b>.</p>  |
| Payment or<br>Replacement                          | <p>(b) If <b>We</b> exercise <b>Our</b> option to pay for or replace the <b>Drone(s)</b> and/or <b>Associated Equipment</b></p> <p>(i) <b>We</b> may take the <b>Drone(s)</b> and/or <b>Associated Equipment</b> (together with all documents of record, registration and title thereto) as salvage;</p> <p>(ii) the cover afforded by this Section is terminated in respect of the <b>Drone(s)</b> and/or <b>Associated Equipment</b> even if the <b>Drone(s)</b> and/or <b>Associated Equipment</b> is retained by <b>Us</b> for valuable consideration or otherwise;</p> <p>(iii) the replacement <b>Drone(s)</b> and/or associated <b>Equipment</b> shall be of the same make and type and in reasonably like condition unless otherwise agreed with <b>You</b>.</p> |
| Amounts to be<br>Deducted from the<br><b>Claim</b> | <p>(c) There shall be deducted from the <b>Claim</b> under paragraph 1(a) of this Section</p> <p>(i) the amount specified in PART 5 Section 1(B) of the Schedule and such proportion of the <b>Overhaul Cost</b> of any <b>Unit</b> repaired or replaced as the used time bears to the <b>Overhaul Life</b> of the <b>Unit</b>.</p>  |
| No<br>Abandonment                                  | <p>(d) Unless <b>We</b> elect to take the <b>Drone(s)</b> and/or <b>Associated Equipment</b> as salvage the <b>Drone(s)</b> and/or <b>Associated Equipment</b> shall at all times remain <b>Your</b> property and <b>You</b> shall have no right of abandonment to <b>Us</b>.</p>  |
| Other<br>Insurance                                 | <p>(e) No <b>Claim</b> 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 <b>Your</b> behalf without <b>Our</b> knowledge or consent.</p>  |

**See also Section III**

## SECTION II - LEGAL LIABILITY TO THIRD PARTIES

### 1. WHAT IS COVERED

**We** will indemnify **You** for all sums which **You** shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against **You**) in respect of accidental **Bodily Injury** (fatal or otherwise) and accidental damage to property caused by the **Drone** or any object falling therefrom.

### 2. WHAT IS NOT COVERED

- |                      |     |  |
|----------------------|-----|--|
| Employees and Others | (a) | injury (fatal or otherwise) or loss sustained by any director, employee or partner of <b>Yours</b> whilst acting in the course of their employment with or duties for <b>You</b> . |
| Operational Crew     | (b) | injury (fatal or otherwise) or loss sustained by any director, employee or partner of <b>Yours</b> whilst engaged in the operation of the <b>Drone</b> ;                           |
| Property             | (c) | loss of or damage to any property belonging to <b>You</b> or in <b>Your</b> care, custody or control;  |

### 3. LIMIT OF INDEMNITY APPLICABLE TO THIS SECTION

**Our** liability under this Section shall not exceed the amount stated in PART 5 Section 2(B) of the Schedule, less any amounts under PART 5 Section 2(C). **We** will defray in addition any legal costs and expenses incurred with **Our** written consent in defending any action which may be brought against **You** 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 **Our** liability 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**

## SECTION III – POLICY EXCLUSIONS

### (A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This **Policy** does not apply: -

- |                                      |  |
|--------------------------------------|--|
| Illegal Uses                         | 1. Whilst the <b>Drone(s)</b> and/or <b>Associated Equipment</b> is being used for any illegal purpose or for any purpose other than those stated in PART 2 of the Schedule and as defined in the Definitions.   |
| Geographical Limits                  | 2. Whilst the <b>Drone(s)</b> and/or <b>Associated Equipment</b> is outside the geographical limits stated in PART 4 of the Limits Schedule unless due to force majeure.   |
| Operator                             | 3. Whilst the <b>Drone(s)</b> and/or <b>Associated Equipment</b> is being operated by any person other than as stated in Part 3 of the Schedule.   |
| Landing and Take-off Areas           | 4. Whilst the <b>Drone(s)</b> and/or <b>Associated Equipment</b> 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 <b>Drone(s)</b> and/or <b>Associated Equipment</b> except as a result of force majeure. |
| Contractual Liability                | 5. To liability assumed or rights waived by <b>You</b> under any agreement except to the extent that such liability would have attached to <b>You</b> in the absence of such agreement.  |
| <b>Period of Insurance</b>           | 6. To <b>Claims</b> occurring outside of the period starting and ending dates as shown in the Certificate of Insurance.  |
| Non-Contribution                     | 7. To <b>Claims</b> 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 <b>Policy</b> not been effected.   |
| War Risks                            | 8. To <b>Claims</b> excluded by the attached War, Hijacking and Other Perils Exclusion Clause.   |
| Nuclear Risks                        | 9. To <b>Claims</b> excluded by the attached Nuclear Risks Exclusion Clause.   |
| Date Recognition                     | 10. To <b>Claims</b> excluded by the attached Date Recognition Exclusion Clause.   |
| Asbestos Exclusion                   | 11. To <b>Claims</b> excluded by the attached Asbestos Exclusion Clause.   |
| Noise and Pollution and Other Perils | 12. To <b>Claims</b> excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.   |
| Scratching/Fogging                   | 13. In respect of <b>Claims</b> made for scratching and/or fogging of camera lenses or mechanical derangement unless arising out of an accident, covered under this <b>Policy</b> , to the <b>Drone</b> to which it is fitted.   |



**(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS**

**You** shall observe and fulfil the following Conditions Precedent.

(1) As **You** are not a **Consumer** and **You** fail to observe and fulfil the following Conditions Precedent then **We** shall not be liable for any **Claim** arising in circumstances where compliance with a term (other than one defining the risk as a whole) would tend to reduce risk of

- i) loss, injury or damage of a particular kind,
- ii) loss, injury or damage at a particular location or
- iii) loss, injury or damage at a particular time

unless **You** establish that the non-compliance could not have increased the risk of the loss, injury or damage which actually occurred in the circumstances in which it occurred.

**THE CONDITIONS PRECEDENT**

- |   |  |
|---|--|
| Due Diligence                               | 1. <b>You</b> 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 Air Navigation Orders, etc. | <p>2. <b>You</b> shall comply with all air navigation and airworthiness orders rules regulations and other requirements issued by any competent authority affecting the safe operation of the <b>Drone</b> and shall ensure that</p> <ul style="list-style-type: none"> <li>(a) the <b>Drone</b> is airworthy at the commencement of each <b>Flight</b>;</li> <li>(b) all Log Books and other records in connection with the <b>Drone</b> which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to <b>Us</b> or <b>Our</b> agents on request;</li> <li>(c) <b>Your</b> employees and agents comply with such orders and requirements.</li> </ul>  |
| Claims Procedure                            | <p>3. Immediate notice of any event likely to give rise to a <b>Claim</b> under this <b>Policy</b> shall be given as stated in Part 6 of the Schedule. In all cases <b>You</b> shall</p> <ul style="list-style-type: none"> <li>(a) furnish full particulars in writing of such event and forward immediately notice of any <b>Claim</b> with any letters or documents relating thereto;</li> <li>(b) give notice of any impending prosecution;</li> <li>(c) render such further information and assistance as <b>We</b> may reasonably require;</li> <li>(d) not act in any way to the detriment or prejudice of <b>Our</b> interests.</li> </ul> <p>4. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by <b>You</b> without <b>Our</b> written consent. <b>We</b> shall be entitled, if <b>We</b> so desire, to take over and conduct in <b>Your</b> name for <b>Our</b> own benefit any <b>Claim</b> 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 <b>Claim</b>, and <b>You</b> shall give all such information and assistance as <b>We</b> may require.</p> |

- Material Change 5. If after this **Policy** has been effected, the risk is materially altered, such alterations must be notified in writing to **Us** immediately.
- Single **Drone** Operation 6. This **Policy** is issued strictly on the basis that **You** may only operate one **Drone** at any one time.

**(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

- Claims Control** 1. **We** shall be entitled (if **We** so elect) at any time and for so long as **We** desire to take absolute control of all negotiations and proceedings and in **Your** name to settle, defend or pursue any **Claim**.
- Subrogation** 2. Upon an indemnity being given or a payment being made by **Us** under this **Policy**, **We** shall be subrogated to **Your** rights and remedies and **You** shall co-operate with and do all things necessary to assist **Us** to exercise such rights and remedies.
- Variation in Risk** 3. **You** shall be under a continuing duty, during the **Period of Insurance**, to notify **Us** immediately of any changes which increase the risks which have been presented to **Us**. Such changes shall be subject to agreement by **Us** and may require an additional premium to be charged. There shall be no coverage for any **Claims** resulting from any changed element of the risk unless the changed element of the risk has been notified to and agreed by **Us**.
- Cancellation** 4. This **Policy** may be cancelled either by **Us** or **You** giving 30 days' notice in writing via e-mail of such cancellation. If cancelled by **Us** **We** will return a pro rata portion of the premium in respect of the unexpired period of the **Policy**. If cancelled by **You** a return of premium shall be at **Our** discretion. There will be no return of premium in respect of any **Drone(s)** and/or **Associated Equipment** on which a loss is paid or is payable under this **Policy**.
- Assignment** 5. This **Policy** shall not be assigned in whole or in part except with **Our** consent verified by endorsement hereon.
- Not Marine Insurance** 6. This **Policy** is not, and the parties hereto expressly agree, that it shall not be construed as a policy of marine insurance.
- Arbitration** 7. This **Policy** shall be construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- Two or More Drones** 8. When two or more **Drones** are insured hereunder the terms of this **Policy** apply separately to each.
- Limit(s) of Indemnity** 9. Notwithstanding the inclusion herein of more than one of **You**, whether by endorsement or otherwise, **Our** total liability in respect of any and or all of **You** shall not exceed the Limit(s) of Indemnity stated in this **Policy**.

False and Fraudulent 10.  
**Claims**

**You**, or in relation to **Drone Operator Personal Accident Insurance**, an **Insured Person**, shall not in the presentation and furtherance of any **Claim**:

- (a) deliberately or recklessly conceal from **Us** any information that **You** know or ought to know, might be material to **Our** consideration of any **Claim**;
- (b) provide to **Us** information, which **You** know to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
- (c) otherwise use fraudulent means or devices, including suppressing a known defence to **Our** liability.

In any such event **We** shall have the option to refuse to pay the whole or any part of the **Claim**.

In the circumstances set out in sub-paragraph (b) above, **We** shall also have the option to:

- (i) terminate the cover provided by the **Policy** to **You** or any other Person covered by this **Policy** with effect from the date of the event relied upon for the **Claim**;
- (ii) recover any sums paid to **You** in respect of losses occurring on or after the date of the event relied upon for the **Claim**; and
- (iii) retain any and all premium paid by **You**.

If any provision of this condition is in conflict with the law governing the **Policy**, it shall be of no effect to the extent of such conflict.

Fair Presentation of  
the Risk

As **You** are not a **Consumer**, **You** must provide to **Us** a **fair presentation of the risk at inception, renewal and variation of this Policy**.

A "fair presentation of risk" means **You** must disclose to **Us** in a manner which would be reasonably clear and accessible to **Us**, so that every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith

- (i) every material circumstance which **You** know or ought to know (or anyone responsible for **Your** insurances knows or ought to know) or
- (ii) sufficient information to put **Us** on notice that **We** need to make further enquiries for the purpose of revealing those material circumstances.

A circumstance or representation is material if it would influence **Our** judgement as a prudent insurer in determining whether to take the risk insured by this **Policy** and if so on what terms.

In the event of any failure by **You** to provide such a fair presentation of risk:

- (i) **We** may avoid this **Policy** and refuse all **Claims** if:
  - (a) such failure was deliberate or reckless and/or

- (b) **We** would not have entered into this **Policy** on any terms if **You** had made a fair presentation of the risk.

Should **We** avoid the **Policy**, **We** will return the premium paid to **You** unless such failure was deliberate or reckless.

- (ii) If **We** would have entered into the **Policy** but on different terms had **You** made a fair presentation of the risk, **We** may:
- (a) reduce proportionately the amount to be paid on any **Claim** if **We** would have charged a higher premium calculated by applying the percentage that the actual premium charged bears to the higher premium.
  - (b) treat the **Policy** as entered into on any such different terms (other than relating to the premium) that **We** would have entered into had **You** made a fair presentation of risk.

#### (D) DEFINITIONS

1. "**ACCIDENT(S)**" means any one accident or series of accidents arising out of one event.
2. "**BODILY INJURY**" means mental injury, sickness, disability, disease or death.
3. "**CLAIM(S)**" means any written or oral demand for damages or any civil, arbitration or adjudication proceedings including counter Claim or appeal. Claim also means an event that may result in a Claim being made against **You**.
4. "**DISAPPEARENCE**" means if the **Drone** is unreported for sixty days after the commencement of Flight.
5. "**DRONE**" means the **Drone** as described in the Schedule herein and in addition to the airframe shall include power plants, propellers, rotors, ground station, the control box and appliances physically forming part of the **Drone** at the inception of the coverage.
6. "**EXCESS**" means the first part of each and every Claim for which **You** are responsible.
7. "**FLIGHT**" means from the time the **Drone** is switched on, moves forward in taking off or attempting to take off, whilst in the air, and until the **Drone** completes its landing run. A rotary-wing **Drone** shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
8. "**ASSOCIATED EQUIPMENT**" means any after-market ground station, control box, other ground-based equipment and detachable appliances, used in the operation of the **Drone** and that did not form part of the original specification of the **Drone** as retailed by the manufacturer and declared at the inception of the coverage".
9. "**OVERHAUL LIFE**" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a **Unit** is required.
10. "**OVERHAUL COST**" means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the **Overhaul Life** of the damaged or a similar **Unit**.
11. "**OPERATOR**" means the person who is operating, controlling or piloting the **Drone** and who is properly trained and qualified to do so, who must comply with all air navigation and airworthiness orders rules regulations and other requirements issued from time to time by any competent authority affecting the safe operation of the **Drone**.
12. "**PERIOD OF INSURANCE**" means the period starting and ending on those dates as shown in the Certificate of Insurance.
13. "**POLICY**" means the policy wording in conjunction with the insurance Schedule that outlines the terms and conditions of the legal contract between **You** and **Us**.

14. "**PROPERTY DAMAGE**" means the physical injury to tangible property, excluding any resultant loss of use, possession or control of that property. Any loss of use shall be deemed to occur at the time of the physical injury that caused it. Under this insurance, electronic data is not tangible property.
15. "**THEFT**" means the unauthorized taking of the **Drone(s)** and/or **Associated Equipment** by a third party with the intention of permanently depriving **You** of said **Drone(s)** and/or **Associated Equipment**. For unauthorised taking of the **Drone(s)** and/or **Associated Equipment** to be deemed **Theft**, there must be signs of forcible entry.
16. "**UNIT**" means a part or an assembly of parts (including any sub-assemblies) of the **Drone** which has been assigned an **Overhaul Life** as a part or an assembly. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single **Unit**.
17. "**OCCURRENCE**" means an **Accident** or a continued or repeated exposure to conditions occurring during the **Period of Insurance** which results in **Bodily Injury** and/or **Property Damage** neither expected nor intended by **You**.
18. "**FLOOD**" means rising surface or tidal water, or overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes).
19. "**STORM**" means high winds of a destructive nature, rainstorm, hailstorm or snowstorm.
20. "**WE/US/OUR**" means the Company as named and listed for their respective share of this **Policy** in **Your** Certificate of Insurance.
21. "**YOU/YOUR(S)**" means the insured named in **Your** Certificate of Insurance.

## ATTACHMENT NUMBER ONE

### 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 **Drone** operation
2. With respect to any provision in the **Policy** concerning any duty of **Ours** to investigate or defend **Claims**, such provision shall not apply, and **We** 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**, **We** shall (subject to proof of loss and the limits of the **Policy**) reimburse **You** for that portion of the following items which may be allocated to the **Claims** covered by the **Policy**:
  - (i) damages awarded against **You** and
  - (ii) defence fees and expenses incurred by **You**.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this **Policy**.

**AVN.46B 01.10.96 (amended for Drones)**

## ATTACHMENT NUMBER TWO

### 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 nature  
directly 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) **You** under this **Policy** are 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) **You** under this **Policy** are, 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 **You** against **Us** or by any claimant against **You** 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 a **Drone** 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 300cm <sup>2</sup> )
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm <sup>2</sup> (10 <sup>-4</sup> microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Becquerels/cm <sup>2</sup> (10 <sup>-5</sup> microcuries/cm <sup>2</sup> )

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

**AVN 38B (amended for Drones)**

## ATTACHMENT NUMBER THREE

### 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 **Drone** operation.

Notwithstanding any other provisions of this **Policy**, **We** 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.

## ATTACHMENT NUMBER FOUR

### DATE RECOGNITION EXCLUSION CLAUSE

This **Policy** does not cover any **Claim**, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in **Your** possession or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in **Your** possession or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of **Yours** or of any third party related to any such change of year, date or time;

and any provision in this **Policy** concerning any duty of **Ours** to investigate or defend **Claims** shall not apply to any **Claims** so excluded.

**AVN 2000A 14.03.01**

## ATTACHMENT NUMBER FIVE

### DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the **Policy** of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

- (1) to any accidental loss of or damage to a **Drone** defined in the **Policy** Schedule;
- (2) to any sums which **You** shall become legally liable to pay, and (if so required by the **Policy**) shall pay (including costs awarded against **You**) in respect of:
  - (a) accidental **Bodily Injury**, fatal or otherwise, to third parties caused by an **Accident** to an insured **Drone**; and/or
  - (b) loss of or damage to cargo caused by an **Accident** to a **Drone** defined in the **Policy** Schedule; and/or
  - (c) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by a **Drone** defined in the **Policy** Schedule or by any object falling therefrom.

#### PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the **Policy** (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the **Policy**.
2. Nothing in this Endorsement shall provide any coverage:
  - (a) in respect of grounding of any **Drone**; and/or
  - (b) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the **Accident** giving rise to a **Claim** under the **Policy**.
3. **You** agree that you have an obligation to disclose in writing to **Us** during the **Policy** period any material facts relating to the Date Recognition Conformity of **Your** operations, equipment and products.

**AVN 2001A 21.03.01 (amended for Drones)**

## ATTACHMENT NUMBER SIX

### 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.

**AVN 72 09.02.00**

## ATTACHMENT NUMBER SEVEN

### DRONE OPERATOR INDEMNITY CLAUSE

The Sections of this **Policy** covering **Bodily Injury** liability and **Property Damage** liability are extended to cover, as if he/she were **You**, any **Drone Operator** authorised by **You** under the terms of the **Policy** in respect of injury or damage arising out of the operation of the **Drone** described in the Schedule to the **Policy**, but not so as to increase **Our** liability beyond the amount which would otherwise have been payable under this **Policy** had liability been incurred by **You**.

Provided always that

1. At the time of any **Accident** giving rise to a **Claim** under this Clause the said **Drone Operator**
  - (a) shall as though he/she were **You**, 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 **Drone Operator** by **You** and/or with respect to the **Drone** described in the Schedule to the **Policy**.

Subject to the **Policy** terms, conditions, limitations and exclusions

**AVN 74 09.02.01 (amended for Drones)**

## ATTACHMENT NUMBER EIGHT

### UNAUTHORISED USE CLAUSE

No **Claim** under this **Policy** shall be rejected on the grounds that the **Drone** 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 **You** and that **You** had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of **Yours** outside the normal scope of his authority shall be deemed not to be authorisation given by **You**.

Subject to the **Policy** terms, conditions, limitations and exclusions

**AVN 77 09.02.01 (amended for Drones)**

## ATTACHMENT NUMBER NINE

### CIVIL USE OF MOD AIRFIELDS ENDORSEMENT

It is noted that **You** may wish to use, for civil **Drone** 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 INDEM3.81/Form 4a.

**We** will indemnify **You** for all sums which **You** shall become legally liable to pay and shall pay to the Crown under such an agreement as compensatory damages (including costs awarded against **You**) in respect of accidental **Bodily Injury** (fatal or otherwise) and accidental damage to property caused by a **Drone** 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 nor in excess of any other limit of liability provided in the **Policy**.

Additional Premium: Included herein

Subject to the **Policy** terms, conditions, limitations and exclusions

**AVN 95 30.04.02 (amended for Drones)**



## ATTACHMENT NUMBER TEN

### SANCTIONS AND EMBARGO CLAUSE

Notwithstanding anything to the contrary in the **Policy** the following shall apply:

1. If, by virtue of any law or regulation which is applicable to **Us** at the inception of this **Policy** or becomes applicable at any time thereafter, providing coverage to **You** is or would be unlawful because it breaches an embargo or sanction, **We** shall provide no coverage and have no liability whatsoever nor provide any defence to **You** or make any payment of defence costs or provide any form of security on **Your** behalf, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for **Us** to provide coverage under the **Policy**, but the payment of a valid and otherwise collectable **Claim** may breach an embargo or sanction, then **We** will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the **Period of Insurance** which will restrict **Our** ability to provide coverage as specified in paragraph 1, then both **We** and **You** shall have the right to cancel our respective participations on this **Policy** in accordance with the laws and regulations applicable to the **Policy** provided that in respect of cancellation by **Us** a minimum of 30 days' notice in writing be given. In the event of cancellation by either **You** or **Us**, **We** shall retain the pro rata proportion of the premium for the period that the **Policy** has been in force. However, in the event that the incurred **Claims** at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to **Us**, and in the absence of a more specific provision in the **Policy** relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by **Us** shall be effective even though **We** make no payment or tender of return premium.

AVN 111 01.10.10

## ATTACHMENT NUMBER ELEVEN

### TRESPASSER'S COSTS CLAUSE

**We will, at **Your** request and regardless of **Your** legal liability, offer reasonable settlement in respect of loss of or damage to crops and/or other property caused by trespassers following a crash or forced landing of **Your Drone** up to but not exceeding £10,000 any one occurrence and in the annual aggregate during the **Period of Insurance**.**

Subject to the **Policy** terms, conditions, limitations and exclusions

**AVN 91 (amended for Drones)**

## ATTACHMENT NUMBER TWELVE

### WAR, HIJACKING AND OTHER PERILS EXCLUSION CLAUSE

This **Policy** does not apply to **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) Hi-jacking or any unlawful seizure or wrongful exercise of control of the **Drone in Flight** (including any attempt at such seizure or control) of the **Drone** acting without **Your** consent.

Furthermore, this **Policy** does not cover **Claims** arising whilst the **Drone** is outside **Your** control by reason of any of the above perils.

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

**AVN 48B (amended for Drones)**

## ATTACHMENT NUMBER THIRTEEN

### EXTENDED COVERAGE ENDORSEMENT (DRONE WAR LIABILITIES)

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than (b) of Clause AVN 48B forming part of this **Policy** 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 Clause AVN 48B.

Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of **Drones**.

### 3. LIMITATION OF LIABILITY

The limit of **Our** liability in respect of the coverage provided by this Endorsement shall be £1,000,000 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.

### 4. AUTOMATIC TERMINATION

To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

- (i) All cover - upon the outbreak of war (whether there be a declaration of war or not) between any two 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) 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 **Drone** may be involved.
- (iii) All cover in respect of any of the Insured **Drone** requisitioned for either title or use - upon such requisition PROVIDED THAT if an Insured **Drone** is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such a **Drone** until completion of its first landing thereafter.

### 5. REVIEW AND CANCELLATION

- (a) Review of Premium and/or Geographical Limits (7 days) We may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.

(b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in 3 (ii) above, **We** may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to subparagraphs (c), (d), (e), (f) and/ or (g) of Clause AVN 48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

(c) Cancellation (7 days)

The cover provided by this Endorsement may be cancelled by either **Us** or **You** giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.

(d) Notices

All notices referred to herein shall be in writing.

AVN 52E 12.12.01 (amended for **Drones**)

All other **Policy** terms, conditions, limitations and exclusions remained unaltered.

## ATTACHMENT NUMBER FOURTEEN

### CYBER ENDORSEMENT

**We** will indemnify **You** for all sums which **You** shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against **You**) in respect of **Bodily Injury** (fatal or otherwise) and **Property Damage** following the unlawful interference of any computer system, software programme, computer code, computer process or any other electronic system that enables a third party to seize control of **Your Drone** whilst in-**Flight** with the intention of inflicting harm. The maximum **We** shall pay under this extension of cover is £10,000 in the annual aggregate.

Subject to the **Policy** terms, conditions, limitations and exclusions.

## ATTACHMENT NUMBER FIFTEEN

### ALTERNATIVE HIRE COSTS

**We** will pay any reasonable costs and expenses that **You** incur in hiring an alternative **Drone** in order for **You** to be able to satisfy any previously agreed contracts in connection with your business following physical damage to **Your Drone** that is covered under Section 1 of **Your Policy**.

This extension of cover commences on the date that the physical damage occurred and will continue, whilst **Your Drone** is being repaired or replaced, for a maximum period of 30 days or when hire costs reach £1,000 any one occurrence, whichever occurs sooner.

Subject to the **Policy** terms, conditions, limitations and exclusions

## ATTACHMENT NUMBER SIXTEEN

### CARGO LEGAL LIABILITY COVER

This Attachment extends the coverage provided under Section II of this **Policy**, subject to the Limit of Indemnity and to the Deductible stated below, for legal liability in respect of accidental physical loss of or damage to cargo, whilst in the **Your** care, custody or control, for the purpose of carriage by air.

Provided always that

1. Before accepting any cargo for the purpose of carriage by air **You** shall take such measures (including but not limited to the issue or acceptance of an air waybill) as are necessary to exclude or limit liability for claims in respect of the accidental physical loss of or damage to that cargo to the extent permitted by law. In no event shall the amount of the indemnity provided by **Us** under this Endorsement exceed the amount of the legal liability, if any, that would have existed had **You** taken such measures.

2. **You** shall ensure that cargo in **Your** care, custody or control is kept in secure premises at all times other than during transit.

Coverage provided by this Attachment commences from the time of acceptance of such cargo by **You** and ceases upon delivery by **You** at the final destination or when handed over to a successive carrier.

#### **Exclusions: -**

This Attachment does not apply to legal liability in respect of:

1. delay or loss of market;
2. perishables and/or livestock;
3. consequential loss howsoever arising;
4. slung loads;
5. money, securities, precious stones, precious metals, jewellery, fine art and antiques of any kind.

#### **Limit of Indemnity: -**

SDR's 19 per kilogram each accident

#### **Deductible: -**

£500 each and every claim

All other **Policy** terms, conditions, limitations and exclusions remain unaltered.



## ATTACHMENT NUMBER SEVENTEEN

### GEOGRAPHIC AREA EXCLUSION CLAUSE

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this **Policy** excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:
  - a. Algeria, Burundi, Far North Region of Cameroon, Central African Republic, Democratic Republic of Congo, Ethiopia, Mali, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
  - b. Colombia, Peru.
  - c. Afghanistan, Jammu & Kashmir, North Korea, Pakistan.
  - d. Abkhazia, Donetsk & Lugansk regions of Ukraine, Nagorno-Karabakh, North Caucasian Federal District, South Ossetia
  - e. Iran, Iraq, Lebanon, Libya, North Sinai Province of Egypt (including Taba International Airport), Syria, Yemen.
  - f. Any country where the operation of the insured **Drone** is in breach of United Nations sanctions.
  
2. Any excluded country may be covered at terms to be agreed by Swiss Re International SE, UK Branch, prior to **Flight**.

All other **Policy** terms, conditions, limitations and exclusions remain unaltered.

LSW 617H (amended for drones)

## ATTACHMENT NUMBER EIGHTEEN

### DRONE OPERATOR PERSONAL ACCIDENT INSURANCE

(whilst operating Drones only)

#### Item 1. INSURED PERSONS:

**Drone Operators** listed in Part 4 of the Schedule whilst operating an insured **Drone** detailed in Part 2 of the Insurance Schedule for uses covered under the **Policy**.

#### Item 2. CAPITAL SUM INSURED:

£20,000 each Insured Person

#### Item 3. SCHEDULE OF BENEFITS:

The percentages specified below are percentages of the Capital Sum Insured and are applicable to each Insured Person.

1.	Death	100%
2.	Total and irrecoverable loss of sight of both eyes	100%
3.	Total and irrecoverable loss of sight of one eye	100%
4.	Loss of two limbs	100%
5.	Loss of one limb	100%
6.	Total and irrecoverable loss of sight of one eye and loss of one limb	100%
7.	<b>Permanent Total Disablement</b> (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s))	100%

**Medical and Related Expenses:** £10,000 each Insured Person

#### DEFINITIONS

1. “**ACCIDENT**” means, for the purposes of this endorsement, a sudden, unexpected, specific event which occurs at an identifiable time and place during the **Period of Insurance**.

**Accident** shall also include:

- (a) Disappearance. If the Insured Person is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to **Us** that leads **Us** to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person’s death, **We** shall pay the death benefit, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the Insured Person is subsequently found to be alive.

- (b) Unavoidable exposure to the elements.
2. “**BODILY INJURY**” means identifiable physical injury which is caused by an **Accident** which, solely and independently of any other cause, results in the death or disablement of the Insured Person.

However, death or disablement of the Insured Person caused by:

- (a) illness, sickness or disease directly resulting from such injury, or
- (b) medical or surgical treatment rendered necessary by such injury

shall also be covered.

All death or disablement of the Insured Person must occur within 12 months from the date of the **Accident**.

3. “**LOSS OF A LIMB(S)**” means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent, total and irrecoverable loss of use of a hand, arm, leg or foot.
4. “**MEDICAL AND RELATED EXPENSES**” means all reasonable expenses incurred within 12 months from the date of the **Accident** for necessary medical, surgical, ambulance, hospital, professional nursing, repatriation and funeral expenses to or for each Insured Person who sustains **Bodily Injury** whilst operating an insured **Drone** covered under the **Policy**.
5. “**PERMANENT TOTAL DISABLEMENT**” means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts 12 months and at the end of that period is beyond hope of improvement.

In consideration of the payment of the premium specified in the **Policy** Schedule and in reliance upon the information provided by **You** to **Us**, **We** agree to provide coverage in accordance with the following:

## COVERAGE

If any Insured Person sustains **Bodily Injury** whilst such Insured Person is operating an insured **Drone** covered under this **Policy**, **We** agree to pay to **You** the amount stated in the Schedule of Benefits after the total claim has been substantiated under this **Policy**, subject to the following: -

1. Benefit shall not be payable under more than one of the items contained in the Schedule of Benefits in respect of the consequences of one **Accident** to any one Insured Person.
2. The total sum payable under this **Policy** in respect of one or more **Accidents** to any one Insured Person shall not exceed in total the largest benefit under any one of the items contained in the Schedule of Benefits.
3. If an **Accident** causes the death of the Insured Person within 12 months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 of the Schedule of Benefits, **We** shall only pay the death benefit.
4. **Medical and Related Expenses** shall be payable in addition to items 1 to 7 of the Schedule of Benefits. However, if in respect of such **Medical and Related Expenses**, **You** or the Insured Person shall receive any payment under any other insurance in respect of the same **Accident**, **We** shall only

be liable for the difference between such recovery and the total cost of **Medical and Related Expenses** incurred, not exceeding the limit shown under Item 6 of the **Policy** Schedule with respect to **Medical and Related Expenses**.

## EXCLUSIONS

1. This **Policy** does not cover death or disablement (including **Medical and Related Expenses**) in any way caused or contributed to by:
  - (a) war, whether war be declared or not, hostilities or any act of war or civil war;
  - (b) (i) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;  
  
(ii) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever;
  - (c) the Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
  - (d) illness, sickness or disease unless such illness, sickness or disease results from **Bodily Injury** as insured hereunder;
  - (e) the Insured Person's deliberate exposure to danger (except in an attempt to save human life);
  - (f) the Insured Person's own criminal act;
  - (g) the Insured Person being under the influence of alcohol;
  - (h) the Insured Person being under the influence of drugs, except those drugs taken on the advice of, or as directed by, a duly qualified medical practitioner.

## CONDITIONS

1. No benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this **Policy** or for which the Insured Person has been treated at any time prior to inception, unless such condition has been declared to and agreed by **Us**.
2. All medical records, notes and correspondence referring to the subject of a **Claim** or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on **Our** behalf and such medical adviser or advisers shall, for the purpose of reviewing the **Claim**, be allowed so often as may be deemed necessary to make an examination of the Insured Person.

Subject to the **Policy** terms, conditions, limitations and exclusions.

## ATTACHMENT NUMBER NINETEEN

### DRONE IN-TRANSIT ENDORSEMENT

The **Policy** is extended to insure the **Drone(s)** and/or **Associated Equipment** detailed in the insurance Schedule of the **Policy** to which this Endorsement is attached against Loss, **Theft, Disappearance** or Accidental Damage occurring while in transit by any means within the Geographical Limits stated in the Insurance Schedule.

**We** shall only be liable to the extent that any other valid insurance has not been issued.

#### Exclusions:

This coverage does not insure:

- 1) Loss or damage occurring to an insured **Drone(s)** while in **Flight**.
- 2) the cost of making good wear and tear, gradual deterioration, inherent defect, rust or oxidation, moth or vermin damage, warping or shrinkage.
- 3) loss or damage caused by or resulting from:
  - a) maintenance, repair, renovation, restoration, modification or any similar process;
  - b) aridity, humidity, exposure to light or extremes of temperature unless such loss or damage caused by storm or fire.
- 4) loss from or damage in or on unattended vehicles.
- 5) electrical or mechanical fault or breakdown.
- 6) depreciation.
- 7) any loss other than the direct cost of repairing or replacing the insured **Drone(s)** in accordance with the basis of settlement.
- 8) loss of or damage to an insured **Drone(s)** which is subject to any lease, conditional sale, charge or other encumbrance.
- 9) increased cost or expense due to compliance with any airworthiness directives.
- 10) accessories and/or spare parts.

#### Conditions:

**We** shall not be liable to pay any **Claim** under this insurance unless **You** comply with all the requirements in the following conditions.

- 1) Transit

**You** must ensure that the insured property is packed and unpacked for transit by competent professional packers and in accordance with manufacturers guidelines.

2) Security and protections

**You** must ensure that all fire alarm and security systems, locks and all other physical protections are fully engaged whenever **Your Drone(s)** is/are left unattended.

Subject to the **Policy** terms, conditions, limitations and exclusions

## ATTACHMENT NUMBER TWENTY

### INVASION OF PRIVACY ENDORSEMENT

If, as a result of **Your** business, whilst operating a **Drone** in accordance with the terms and conditions of this **Policy**, a **Claim** is brought against **You** for an invasion of privacy committed by **You** during the **Period of Insurance**, **We** will indemnify **You** against the sums that **You** are legally liable to pay as compensation up to a maximum sum of £15,000 each offence and in the aggregate.

For the purposes of this endorsement an "invasion of privacy" shall mean an invasion of any rights of privacy or any nuisance, trespass or interference with any easement or right of air, light, water or way.

Subject to the **Policy** terms, conditions, limitations and exclusions.

## ATTACHMENT NUMBER TWENTY-ONE

### FIRE, STORM AND FLOOD ENDORSEMENT

We will pay for the loss of or Physical Damage to **Your Drone(s)** and/or **Associated Equipment** due to exposure to a Fire, **Storm** or **Flood** but excluding damage caused by: -

- a) wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
- b) dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **Storm** or Fire;
- c) **Storm** or **Flood** occurring while the **Drone(s)** and/or **Associated Equipment** is being stored unless it is stored in a building that is of standard construction or in a shipping container.
- d) Frost, other than damage due to water leaking from burst pipes forming part of the permanent internal plumbing of a building in which the **Drone(s)** and/or **Associated Equipment** is being stored.

Subject to the Policy terms, conditions, limitations and exclusions.





## ATTACHMENT NUMBER TWENTY-TWO

### NIGHT FLYING ENDORSEMENT

Any authorised pilot operating a **Drone**, insured under this policy, during the hours of darkness, must hold a valid permit and/or authorisation from the relevant governing Aviation Authority of the country in which the **Drone** is being operated.

All other **Policy** terms, conditions, limitations and exclusions remained unaltered.