



Flylcarus
DRONE INSURANCE

SAMPLE HOBBYIST DRONE INSURANCE POLICY

Underwritten by



Swiss Re
Corporate Solutions

Sky's the
Limit



Flylcarus Limited, Company number 9859062 is an Appointed Representative of Bannerman Rendell Ltd, which is Authorised and Regulated by the Financial Conduct Authority. The FCA Register number is 308692.

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.

CONSUMER INSURANCE ACT

If **You** are a **Consumer**, **You** are required by the provisions of the **Consumer** Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** Policy is invalid and that it does not operate in the event of a **Claim**.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to FlyIcarus Ltd 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 via e-mail to support@flyicarus.com, 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 e-mail 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. 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 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 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 (which is numbered in **Your** schedule) 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 on the date specified in Your 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

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.

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

support@flyicarus.com

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**.

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** described in the Insurance Schedule arising from the risks covered, including **Disappearance** of the **Drone**. Amount **Insured** as specified in PART 1(B) of the Insurance Schedule and subject to the amounts to be deducted specified in PART 5(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** consequent upon damage or forced landing, up to 10 per cent of the amount insured as specified in PART 1(B) 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

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| Dismantling
Transport and
Repairs | <p>(a) If the Drone is damaged</p> <p>(i) no dismantling or repairs shall be commenced without Our 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) We will pay only for repairs and transport of labour and materials by the most economical method unless We agree otherwise with the You.</p> |
| Payment or
Replacement | <p>(b) If We exercise Our option to pay for or replace the Drone</p> <p>(i) We may take the Drone (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 Drone even if the Drone is retained by Us for valuable consideration or otherwise;</p> <p>(iii) the replacement Drone shall be of the same make and type and in reasonably like condition unless otherwise agreed with You.</p> |
| Amounts to be
Deducted from the
Claim | <p>(c) There shall be deducted from the Claim under paragraph 1(a) of this Section</p> <p>(i) the amount specified in PART 5(B) of the Schedule and such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.</p> |
| No
Abandonment | <p>(d) Unless We elect to take the Drone as salvage the Drone shall at all times remain Your property and You shall have no right of abandonment to Us.</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 Your behalf without Our knowledge or consent.</p> |

See also Section III

SECTION II - LEGAL LIABILITY TO THIRD PARTIES

(applicable to Fly-More members and non-association customers only)

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

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

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| Illegal Uses | 1. | Whilst the Drone 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 Drone is outside the geographical limits stated in PART 4 of the Limits Schedule unless due to force majeure. |
| Operator | 3. | Whilst the Drone is being operated by any person other than as stated in Part 3 of the Schedule or any person who has not received permission to operate the Drone by the policyholder. |
| Transportation by Other Conveyance | 4. | Whilst the Drone is being transported by any means of conveyance except as the result of an Accident giving rise to a Claim under Section I of this Policy . |
| Landing and Take-off Areas | 5. | Whilst the Drone 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 Drone except as a result of force majeure. |
| Contractual Liability | 6. | To liability assumed or rights waived by You under any agreement except to the extent that such liability would have attached to You in the absence of such agreement. |
| Period of Insurance | 7. | To Claims occurring outside of the period starting and ending dates as shown in the Certificate of Insurance. |
| Non-Contribution | 8. | 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. |
| War Risks | 9. | To Claims excluded by the attached War, Hijacking and Other Perils Exclusion Clause. |
| Nuclear Risks | 10. | To Claims excluded by the attached Nuclear Risks Exclusion Clause. |
| Date Recognition | 11. | To Claims excluded by the attached Date Recognition Exclusion Clause. |
| Asbestos Exclusion | 12. | To Claims excluded by the attached Asbestos Exclusion Clause. |
| Night Flying | 13. | Whilst the Drone is being operated in the hours of darkness. |

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| Noise and Pollution and Other Perils | 14. | To Claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause. |
| Fire, Storm and Flood | 15. | To Claims arising out of exposure to the perils of Fire, Storm and Flood . |
| Scratching/Fogging | 16. | In respect of Claims made for scratching and/or fogging of camera lenses or mechanical derangement unless arising out of an accident, covered under this Policy , to the Drone to which it is fitted. |
| Theft | 17. | To Claims arising out of the Theft of Your Drone and/or Equipment. |
| Smartphone/Tablet | 18. | To Claims for accidental damage to, or loss of, iPhones, iPads or any other make and model of smart phone or tablet used in conjunction with a controller in the operation of the Drone . |

(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

You shall observe and fulfil the following Conditions Precedent.

(1) As **You** are a **Consumer** if **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

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| Due Diligence | 1. You 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. | 2. You 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 Drone and shall ensure that <ul style="list-style-type: none"> (a) the Drone is airworthy at the commencement of each Flight; (b) all Log Books and other records in connection with the Drone which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to Us or Our agents on request; (c) Your employees and agents comply with such orders and requirements. |
| Claims Procedure | 3. Immediate notice of any event likely to give rise to a Claim under this Policy shall be given as stated in Part 7 of the Schedule. In all cases You shall <ul style="list-style-type: none"> (a) furnish full particulars in writing of such event and forward immediately notice of any Claim with any letters or documents relating thereto; (b) give notice of any impending prosecution; (c) render such further information and assistance as We may reasonably require; (d) not act in any way to the detriment or prejudice of Our interests. <p>4. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by You without Our written consent. We shall be entitled, if We so desire, to take over and conduct in Your name for Our 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 You shall give all such information and assistance as We may require.</p> |

Material Change

5. If after this **Policy** has been effected, the risk is materially altered, such alterations must be notified to **Us** immediately via e-mail to the e-mail address support@flylcarus.com.

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

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| 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 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 Claims | 10. You shall not in the presentation and furtherance of any Claim : <ul style="list-style-type: none"> (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. |

False and Fraudulent
Claims Continued

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.

(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. "**CONSUMER**" means an individual who enters into this contract wholly for purposes unrelated to the individual's trade, business or profession.
5. "**DISAPPEARANCE**" means if the **Drone** is unreported for sixty days after the commencement of **Flight**.
6. "**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.
7. "**EXCESS**" means the first part of each and every **Claim** for which **You** are responsible.
8. "**FLIGHT**" means from the time the **Drone** is switched on, whilst the **Drone** is in the air, and until the **Drone** lands and the **Drone** is switched off. 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.
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** 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 Certificate of Insurance and 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** by a third party with the intention of permanently depriving **You** of said **Drone**.
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. **"FLOOD"** means rising surface or tidal water, or overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes).
18. **"STORM"** means high winds of a destructive nature, rainstorm, hailstorm or snowstorm.
19. **"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**.
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 the Schedule.

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 (amended for Drones)
01.10.96

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 ²)
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 **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

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 TWELVE

*(this attachment is only applicable to those customers who elect to purchase worldwide cover.
If you choose not to purchase worldwide cover then you are restricted
to flying in the United Kingdom only)*

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)