

UNMANNED AERIAL SYSTEM (UAS) INSURANCE POLICY FOR COMMERCIAL OPERATORS

EFFECTED BY:

ON BEHALF OF:

Malta

John Heath (UK) Limited Arrowscroft, 142 Nantwich Road Crewe, Cheshire CW2 6BG United Kingdom Starr Europe Insurance Limited (SEIL) 5th Floor, Dragonara Road St Julians STJ 3141

AGREEMENT NO.: UNIQUE MARKET REFERENCE:

AG0834A20ZAA B6041 AG0834A20ZAA

INTRODUCTION

Wherever the following words appear in **bold** commencing with a capital letter in this contract of insurance they will have the meanings shown in the Definitions Section of this **Policy**. All **Policy** exclusions and restrictions to coverage are also highlighted to you in **bold type**.

This document (which includes the **Policy** any **Endorsement(s)** attached and the **Policy Schedule**,) forms your contract of insurance and it should be kept in a safe place.

Please read the whole document carefully. It is arranged in different Sections of Coverage. It is important that:

- You check that the Sections of Coverage that you have requested are included;
- You comply with your duties under each Section and under the insurance as a whole.

Policy Definitions Section	Certain words or phrases in this Policy have specific meaning as defined within this Policy and wherever these words appear in bold in this Policy the defined meanings shall apply.
SECTION ONE	Physical Loss of or damage to your UAS .
	Includes the conditions of cover and policy exclusions relating to circumstances where the Insurers will not pay a claim.
SECTION TWO	Legal Liability to Third Parties
	This covers you for your legal liability to third parties arising out of the use/operation of your UAS (including coverage whilst on airport/airfield Premises and incidental Products Liability). Includes the conditions of cover and exclusions relating to circumstances where the Insurers will not pay a claim.
General Exclusions and Conditions	There are a number of General Exclusions and Conditions relating to circumstances where the Insurers will not pay a claim. These apply to all Sections of the Policy .
Endorsements forming part of the Policy	There are a number of Endorsements that apply to this Policy . These Endorsements are stated within the Policy Schedule and detailed in full in the Policy Endorsements Section of this Policy . If you do not understand the terminology in these provisions please refer to your broker for an explanation of how they will affect your coverage purchased.

INSURERS DETAILS IN RESPECT OF EU DOMICILED INSUREDS

Starr Europe Insurance Limited (SEIL) a member of Starr Insurance Companies is registered in Malta, holds its registered address at Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141, Malta and is authorised and regulated by the Malta Financial Services Authority.

PRIVACY NOTICE

The General Data Protection Regulation (GDPR), effective 25 May 2018, provides you with new and enhanced rights over your personal information including the right to be informed on how organisations handle your data. **Coverdrone** are committed to processing your data in a fair and transparent manner and they encourage you to read their Privacy Notice, here www.coverdrone.com/privacy-policy

INFORMATION YOU HAVE GIVEN TO THE INSURERS

In deciding to accept this **Policy** and in setting the terms and premium, the **Insurers** have relied on the information you have given to them via **Coverdrone**. You must take care when answering any questions the **Insurers** ask by ensuring that all information provided is accurate and complete.

If the **Insurers** establish that you deliberately or recklessly provided them or your broker with false or misleading information the **Insurers** may treat this **Policy** as if it never existed and decline all claims.

If the Insurers establish that you were careless in providing the information that **Insurers** have relied upon in accepting this insurance and setting its terms and premium **Insurers** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. The **Insurers** will only do this if they provided you with insurance cover which the **Insurers** would not otherwise have offered;
- amend the terms of your insurance. The **Insurers** may apply these amended terms as if they
 were already in place if a claim has been adversely impacted by your carelessness;
- charge you more for your **Policy** or reduce the amount the **Insurers** would pay on a claim in the proportion the premium you have paid bears to the premium the **Insurers** would have charged you; or
- cancel your Policy in accordance with the right to cancel condition noted below.
- Your broker or the **Insurers** will write to you if:
 - the Insurers intend to treat this Policy as if it never existed; or
 - the **Insurers** need to amend the terms of your **Policy**; or
 - the **Insurers** require you to pay more for your insurance.

RIGHT TO CANCEL

You can cancel this **Policy** at any time by giving the **Insurers** 30 days' notice in writing. Your signed notice of cancellation letter should be sent to **Coverdrone**. This letter can be mailed or scanned and attached to an email addressed to **Coverdrone**.

A pro rata refund of the premium will be paid for the remaining portion of the **Period of Insurance** after the cancellation date, if the refund exceeds GBP 25.

The **Insurers** can cancel this **Policy** by giving you thirty (30) days' notice in writing but will only do so for a valid reason. The **Insurers** will either return a pro rata portion of the premium in respect of the unexpired **Period of Insurance** or have the option to retain the premium in the case of fraudulent claims. Please see General Condition 9 for more information.

There will be no return of premium in respect of any UAS on which a loss is paid or is payable under this Policy.

NOTIFICATION OF A CHANGE IN INFORMATION GIVEN TO INSURERS

You are under a continuing duty, during the **Period of Insurance**, to notify the **Insurers** of any changes which increase the risks which have been presented to the **Insurers**. Such changes shall be subject to agreement by **Insurers** 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 **Insurers**.

In respect of information provided to **Insurers** before or during the **Period of Insurance**, you should notify the **Insurers** as soon as reasonably practicable of any changes to the following information:

- changes in the purpose for which the **UAS** will be used;
- changes in the geographical use of the UAS;
- changes in respect of the permissions of use as granted by the aviation authority having relevant jurisdiction over the UAS;
- changes in the location where the **UAS** will usually be kept:
- changes in the ownership of the UAS;
- changes in the details of the operators who will fly the UAS.

When notified of a change the **Insurers** will inform you if this affects the **Policy**. For example, the **Insurers** may require an adjustment to the premium, amend the terms of the **Policy** or cancel the **Policy**.

COMPLAINTS PROCEDURE

The **Insurers** aim to ensure that all aspects of your **Policy** are dealt with promptly, efficiently and fairly. At all times, they are committed to providing you with the highest standard of service.

If you have any questions or concerns about your **Policy** or the handling of a claim you should in the first instance contact:

COVERDRONE

John Heath (UK) Limited Arrowscroft 142 Nantwich Road Crewe Cheshire CW2 6BG

Telephone: 01270 448 998 Email: office@coverdrone.com

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time in the following ways:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

If you remain dissatisfied after **Insurers** have considered your complaint, you may have the right to refer your complaint to the Financial Services Ombudsman in your Country whose contact details can be found in the Additional Endorsements Attaching applicable to Country of Domicile of the **Insured**.

UNMANNED AERIAL SYSTEM (UAS) INSURANCE FOR COMMERCIAL OPERATORS POLICY WORDING

DEFINITIONS SECTION

Words shown in **bold** type and commencing with a capital letter have the same meaning throughout the **Policy** and are defined below. Any changes to these definitions, and any extra definitions, are shown in the Sections to which they apply.

Advertising Liability means (a) infringement of copyright of, or passing off of a title or slogan;

(b) unfair competition, piracy or idea misappropriation contrary to an implied contract; (c) invasion of privacy; or (d) defamation, libel slander, committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity article, broadcast or telecast

arising out of the Insured's operation of a UAS.

Aerial Work means use for specialised services including but not limited to agriculture,

construction, filming, videography, photography (including incidental ground based photography), surveying, observation and patrol, search and

rescue, aerial advertisement.

Aggregate means the most that Insurers will pay for all covered losses sustained

during the **Period of Insurance.**

Airborne Equipment

means any removable or non-removable equipment attached to the **UAS** for the purpose of **Flight/Flying** and used for the **Insureds** business.

Authorised Operator means (a) the person who is operating, controlling or piloting the **UAS** who

is properly trained and qualified to do so and holds all the required certification, such certification shall be maintained and kept fully up to date; (b) the person who is operating, controlling or piloting the **UAS** who is under test conditions and in the presence of a qualified examiner (c) the person who is operating, controlling or piloting the **UAS** who is practicing

their flights on their own before they take their test flight.

Aviation Product means a completed UAS, and any article forming part thereof, or supplied

for installation in, or for use in connection with, or for spare parts for an **UAS** including ground handling tools and equipment used in connection

therewith.

Aviation Product also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or

supplied by the **Insured** in connection with a **UAS**.

Bodily Injury means physical injury including death at any time resulting from the

physical injury.

Business means use for business or professional purposes but NOT use for hire or

reward.

Commercial means use for business or professional purpose for hire and reward.

Data Liability Event means the loss or suspected loss of any third party non-public data or

information for which the **Insured** is legally responsible.

Deductible means the amount the **Insured** will have to pay towards each separate

claim.

Endorsement

means a change in the terms and conditions of this Policy.

Flight/Flying

means from the time the **UAV** is switched on, moves forward in taking off or attempting to take off, whilst in the air, and until the **UAV** completes its landing run. A rotary-wing **UAV** shall be deemed to be in **Flight** when the **UAV** is switched on and the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation. A lighter than air **UAV** shall be deemed to be in **Flight** from the moment when it first becomes detached from the surface until the moment when it next becomes attached to the surface or come to rest thereon.

Ground

means whilst the **UAV** is not in **Flight/Flying** or being **Transported**.

Ground Based Equipment

means any equipment used by the **Insured** for the purpose of **Aerial Work** including any ground photography equipment used for the Insureds business

Insecure Environment means a building, shipping container, gated compound, trailer, motor vehicle, roof box, left unlocked and any security measures available are not in force including the UAS and Airborne Equipment not being kept out of sight at all times.

Insured

means the person or persons named in the **Policy Schedule** as the **Insured** and, in addition, shall include any Partners, executive officer, director, employee or agent of the **Insured** whilst acting on behalf of such Insured.

Insurer(s)

means the Insurer(s) detailed in the Introduction page of this Policy.

Invasion of Privacy

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

Occurrence

means an accident or a continuous or repeated exposure to conditions occurring during the **Period of Insurance** which results in **Bodily Injury** and/or Property Damage neither expected nor intended from the standpoint of the Insured.

All liability arising out of such exposure to substantially the same general conditions shall be deemed to arise from one Occurrence.

Period of Insurance

means the length of time for which this **Policy** is in force, as detailed in the Policy Schedule and for which the Insured has paid and Insurers have accepted a premium.

Policy

means the document that sets out in full the coverage terms, conditions, limitations and exclusions of the insurance cover.

Policy Schedule

means the document showing the details of the **Insured**, the **Insurers** limit of liability, the **Period of Insurance**, details of the **UAS** insured and the Sections of this **Policy** which apply.

Products Liability

means Bodily Injury or Property Damage arising out of the possession, use consumption or handling of any Aviation Product(s) manufactured. constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the **Insured** or his employees, but only in respect of such

Aviation Product(s) after having ceased to be in the possession or under the control of the Insured.

Property Damage

means loss of or damage to or destruction of tangible property including the resultant loss of use of such property.

Rental

means rental, lease, charter or hire by the **Insured** to any person, company or organisation for Business uses only, where the operation of the **UAS** is not under the control of the **Insured**. Rental for any other purpose is NOT insured under this Policy unless specifically declared to **Insurers** and the detail of such use(s) are stated in the **Policy Schedule**.

Reasonable Hire Charges

means the reasonable cost of renting temporary replacement equipment in the event of covered damage to the UAS or Airborne Equipment to enable the Insured to continue with his business or operation in order to fulfill contractual obligations of contracts between the Insured and third parties.

Reinstatement of Data means the reconstitution of the data that the Insured needs to continue with their business or operations, if their electronic records and electronic data have been lost or distorted. The reconstitution of the data will be to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before the damage.

Recreational Flying

means Flying for enjoyment and private pleasure outside of the Insureds business or profession.

Transported

means while the **UAS** and/or the **Airborne Equipment** is being moved from one place to another other than by Flight/Flying as defined.

UAS

Unmanned Aerial System means an UAV plus the control station, data links, telemetry, communications, navigation equipment and all of the associated support equipment necessary to operate the UAV. If the UAV is being controlled by a laptop or iPad or the like these items are included as Ground Based equipment only whilst being used to control the insured UAV.

UAV

Unmanned Aerial Vehicle means a powered, aerial vehicle (other than a balloon or kite) which does not have a human pilot on board, flies autonomously or is piloted remotely, uses aerodynamic forces to provide vehicle lift, is not classified as a guided weapon or similar one-shot device designed for the delivery of munitions.

SECTION ONE - ACCIDENTAL PHYSICAL LOSS OF OR DAMAGE TO UAS OR AIRBORNE EQUIPMENT

COVERAGE

Insurers will pay for accidental physical loss of or damage to the UAS and/or Airborne Equipment up to the limit stated in the Policy Schedule occurring during the Period of Insurance whilst in Flight/Flying, on the Ground or whilst being Transported.

1.1 TOTAL LOSS

In the event of an agreed claim arising under this **Policy** for total loss of the **UAS**, **Insurers** will pay the cost of replacement ,or the insured value stated in the Policy Schedule, whichever shall be the least amount, less any applicable **Deductible** as stated in the **Policy Schedule**. The replacement will be new and the same Type and Model (or its equivalent replacement model if that particular Model is no longer being manufactured).

If the **UAS** is missing or stolen and then found undamaged before **Insurers** have paid any claim in relation to such loss or theft, then **Insurers** will pay the cost of returning the **UAS** to the **Insured**.

In the event of an agreed claim arising under this **Policy** for total loss of the **Airborne Equipment**, **Insurers** will pay the amount stated in the Policy Schedule.

1.2 PARTIAL LOSS

In the event of damage to the **UAS** and/or **Airborne Equipment**, **Insurers** will pay for the cost of repairs. **Insurers** will pay only for repairs and transport of labour and materials by the most economical method unless **Insurers** agree otherwise.

Insurers will deduct from the final payment for the repairs the applicable **Deductible** stated in the **Policy Schedule**.

2. ADDITIONAL COVERAGE INCLUDED UNDER SECTION ONE

2.1 REASONABLE EXPENSES FOR WRECK REMOVAL

Insurers will, in addition, pay any reasonable expenses incurred for the purpose of attempted or actual removal, disposal or destruction of the wreck of an **UAV** up to the amount stated in the **Policy Schedule**.

2.2 REASONABLE TRESPASSERS COSTS

Insurers will at the request of the **Insured** and regardless of the **Insured's** legal liability, offer reasonable settlement in respect of loss of or damage to crops and/or other property caused by trespassers following a crash of the **UAV up to the amount stated in the Policy Schedule**

3. EXCLUSIONS APPLICABLE TO SECTION ONE

Insurers will not pay for:

- (a) Wear and tear, deterioration, depreciation, freezing, breakdown, defect or failure howsoever caused in the UAS and/or Airborne Equipment.
- (b) Damage by anything that has a progressive or cumulative effect but damage attributable to a single recorded incident is covered.

However, accidental loss of or damage to the **UAS** consequent upon exclusion (b) or (c) above is covered.

(c) Theft of the UAS and/or Airborne Equipment if they are kept in an Insecure Environment. However, theft by others involving violent or forcible entry is covered.

- (d) Physical loss of or damage to aerial cameras or scanners (other than as a result of an accident to the carrying UAS) due to scratching, fogging or misting of lens.
- (e) Any damage to the UAS and/or Airborne Equipment if the lifting weight recommended by the Manufacturer for the UAS make and model is exceeded when any Airborne Equipment is attached.
- (f) Damage occurring to the UAS and/or Airborne Equipment whilst being Transported if it is not packed in accordance with manufacturer guidelines or in a securely stored and padded flight case.

SECTION TWO - LEGAL LIABILITY TO THIRD PARTIES

1. COVERAGE

Insurers will pay on behalf of the **Insured** all sums up to the limit(s) stated in the **Policy Schedule** which the **Insured** becomes legally liable to pay as damages for

- (a) Bodily Injury and/or Property Damage to third parties;
- (b) Invasion of Privacy;
- (c) Data Liability Event

caused by an **Occurrence** and arising from the **Insured's** business operations.

2. EXCLUSIONS APPLICABLE TO SECTION TWO

This SECTION TWO does not cover:

- (a) The Insured's liability unless it arises from one or more of the following:
 - (1) Occurrences involving the ownership, operation or use of a UAS
 - (2) Occurrences arising at airfield/airport locations in connection with the operation or use of a UAS.
 - (3) Occurrences arising at any other location in connection with the Insured's ownership, operation or use of a UAS.
 - (4) Occurrences arising out of the supply of goods or services to others in connection with a UAS.
- (b) Bodily Injury sustained by any director or employee of the Insured or partner in the Insured's business or operation while acting in the course of his employment with or duties for the Insured.
- (c) Property Damage to any property belonging to or in the care, custody or control of the Insured. However, this exclusion does not apply to Property Damage to a UAS not owned by the Insured whilst on the ground and being serviced, handled or maintained by the Insured.
- (d) Claims arising out of or in any way connected with Advertising Liability.
- (e) Any liability for any amount in respect of fines, penalties or punitive or exemplary damages.

- (f) Liability for which the Insured or his insurer may be held liable under any employers liability, workers compensation, unemployment compensation or disability benefits law or any similar law.
- (g) Liability assumed or rights waived by the Insured under any agreement except to the extent that such liability would have attached to the Insured in the absence of such agreement.
- (h) Liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.

In respect of any such liability arising from an Occurrence within the confines of an airport or airfield this exclusion does not apply:

- (i) if there is no such applicable law;
- (ii) to the Insureds liability to pay an amount which is excess of:
 - (1) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance in respect of such liability or not
 - (2) the limit of liability of the insurance effected by the Insured insuring such liability

whichever is the greater.

- (i) Liability for the cost or expense of the Insured for making good any faulty workmanship which the Insured may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
- (j) Liability arising from illegal or criminal activities or dishonest acts alleged or otherwise committed by or at the direction of or with the knowledge and consent of the Insured, management or directors and officers of the Insured.
- (k) Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to Bodily Injury and/or Property Damage insured hereby resulting therefrom.
- (I) Claims directly or indirectly occasioned by, happening through or in consequence of:-
 - (i) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith, unless caused by an identified Unmanned Aerial System being operated by the Insured or Authorised Operator.
 - (ii) pollution and contamination of any kind whatsoever,
 - (iii) electrical and electromagnetic interference,
 - (iv) 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 Unmanned Aerial System operation.
 - 2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
 - (a) claims excluded by Paragraph 1 or
 - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
 - 3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:

- (i) damages awarded against the Insured and
- (ii) defence fees and expenses incurred by the Insured.
- 4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.
- (m) Claims excluded by Attachment Three Asbestos Exclusion Clause.
- (n) Any act, error or omission of any partner or director of the Insured which is dishonest, fraudulent, criminal or malicious or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery by the Insured of reasonable cause for suspicion that such act has been committed
- (o) Any claim made against the Insured by any entity in which the Insured exercises a controlling interest or any entity exercising a controlling interest over the Insured by virtue of having a financial or executive interest in the operation of the Insured.
- (p) Any claim arising from being a director, officer or trustee of the Insured or from the acceptance of any directorship or trusteeship in any other company forming part of the Insured.

3. DEFENCE AND SETTLEMENT PAYMENTS

With respect to coverage under SECTION TWO this Policy:

- 1. The **Insurers** shall have the right and obligation to (a) investigate, evaluate and settle or (b) defend to discontinuance or judgment, any claim or legal proceedings, even if groundless, false or fraudulent, against the Insured.
 - Nevertheless, the **Insurers** retain the right to tender the applicable limit of liability in settlement of a claim if they consider this to be appropriate and in this event, the **Insurers**' obligations under this **Policy** will cease as regards the claim.
- 2. The amount payable by **Insurers** in respect of any settlement or judgment requiring payment by the **Insured** shall include any costs and expenses assessed against the **Insured** and interest accruing after entry of judgment and shall not exceed the applicable limit of the **Insurers**' liability.
- 3. The **Insurers** shall pay any costs and expenses
 - (a) of any legal or other person whom **Insurers** appoint, that are incurred for the purpose of investigation, evaluation, settlement or defence of such claim or legal proceedings;
 - (b) of the **Insured** (other than the salaries of the **Insured's** employees and the **Insured's** normal expenses) that are incurred with the **Insurers**' prior approval.

These costs and expenses are payable by the **Insurers** in addition to the amount of any settlement or judgment. However, the **Insurers**' liability is limited in case of settlement(s) and/or judgment(s) that exceed the applicable limit of the **Insurers**' liability. In such case Insurers' liability is limited to such proportion of those costs and expenses as the applicable limit bears to the total amount for which the **Insured** is adjudged liable and/or which it has agreed to pay in settlement of any such claim(s) or legal proceedings. The **Insured** is liable to reimburse the **Insurers** for any costs and expenses as they may have paid which exceed the limit of the **Insurers**' liability.

4. With respect to any coverage which is subject to an aggregate limit hereunder the Insurers' obligations under this Policy will cease as regards such coverage once the applicable aggregate limit of liability of this Policy has been exhausted and in this event the Insured shall have the responsibility to take over control of any claim or legal proceedings from the Insurers.

4. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

The following exclusions apply to all Sections of this Policy. Additional exclusions are shown in the Sections to which they apply.

This Policy will not cover:

- (a) Claims arising whilst the UAS is being used for any illegal purpose or for any purpose other than those stated in the Policy Schedule.
- (b) Claims arising whilst the UAS is outside the geographical limits stated in the Policy Schedule unless due to *force majeure*.
- (c) Claims arising whilst the UAS is being operated by any person other than the Authorised Operator as stated in the Policy Schedule.
- (d) Claims arising whilst the UAS is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the UAS unless due to a forced landing as a result of unusual and unforeseeable circumstances beyond the control of the Insured, the consequences of which could not have been avoided.
- (e) Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
- (f) Claims excluded by Attachment One, War, Hi-Jacking and Other Perils Exclusion Clause AVN48B.
- (g) Claims excluded by Attachment Two, Nuclear Risks Exclusion Clause AVN38B.
- (h) Claims excluded by Attachment Four, Contract (Rights of Third Parties) Act 1999 Exclusion Clause AVN72 (amended).

5. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

The following conditions apply to all Sections of this **Policy**. Any additional conditions are shown in the Sections to which they apply.

1. Compliance with Air Navigation and Airworthiness Orders and Country Regulations

- (i) The Insured and any Authorised Operator must comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of a UAS.
- (i) the **UAS** is airworthy at the commencement of each **Flight**;
- (ii) all Log Books and other records in connection with the **UAS** which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the **Insurer**s or their agents on request;
- (iii) the employees and agents of the **Insured** comply with such orders and requirements.

2. Change in Risk

The **Insured** shall be under a continuing duty, during the **Period of Insurance**, to notify the **Insurers** as soon as reasonably practicable of any changes which increase the risks which have

been presented to the **Insurers**. Such changes shall be subject to agreement by **Insurers** 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 Insurers**.

3. Subrogation

Once a payment in respect of a claim is made by **Insurers** under this **Policy**, **Insurers** will be entitled to pursue a claim in the name of the **Insured** against third parties for recovery of their outlay and, in this respect, will be subrogated to the **Insured's** rights and remedies and the **Insured** will co-operate with and do all things necessary to assist **Insurers** to exercise such rights or remedies.

4. Cancellation

You can cancel this Policy at any time by giving the **Insurers** 30 days notice in writing. Your signed notice of cancellation letter should be sent to **Coverdrone**. This letter can be mailed or scanned and attached to an email addressed to **Coverdrone**.

A pro rata refund of the premium will be paid for the remaining proportion of the **Period of Insurance** after the cancellation date, if the refund exceeds GBP25 (administration cost).

The **Insurers** can cancel this Policy by giving you thirty (30) days' notice in writing but will only do so for a valid reason. The **Insurers** will either return a pro rata portion of the premium in respect of the unexpired **Period of Insurance** or have the option to retain the premium in the case of fraudulent claims. Please see General Condition 9 for more information.

There will be no return of premium in respect of any **UAS** on which a loss is paid or is payable under this Policy.

5. Assignment

The **Insured** cannot assign the interest under this **Policy** to another person unless **Insurers** consent to the assignment and endorse this **Policy** accordingly.

6. Separate Insurances

Each **Unmanned Aerial System** included under this **Policy** is considered to be covered as if separately insured.

7. Reasonable Precautions

Insofar as coverage is provided by this **Policy**, it is agreed that such coverage shall not be invalidated by any reasonable action by, at the direction of, or on behalf of the **Insured** for the purpose of protecting persons or property.

8. Other Insurance

Insurers will not pay any claim if any loss, damage or liability covered under this **Policy** is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this **Policy** not been effected. However, in respect of SECTION ONE only, **Insurers** will pay any claim proportionally with any other valid and collectible insurance available to the **Insured**.

9. Fraudulent Claims

An **Insured** shall not in the presentation and furtherance of any claim:

- (a) deliberately or recklessly conceal from **Insurers** any information which the **Insured** knows or ought to know might be material to their consideration of any claim;
- (b) provide to **Insurers** information, which the **Insured** knows 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 **Insurers**' liability.

In any such event the **Insurers** shall have the option to refuse to pay the whole or any part of the claim to such **Insured**.

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

- i. terminate the cover provided by all sections of the **Policy** to such **Insured** with effect from the date that such information was provided;
- ii. recover any sums paid to such **Insured** in respect of losses occurring on or after the date that such information was provided; and
- iii. retain any and all premium paid by such Insured.

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

10. Additions and Deletions

If the **Insured** requires any additional **UAS** to be added to the coverage provided by this **Policy**, full details of such **UAS** must be advised to **Coverdrone** and agreed by **Insurers** prior to attachment to cover.

UAS which have been sold or disposed of shall be deleted from this **Policy** and the **Insured** will be entitled to a pro rata return of premium provided that no claim has arisen and become payable under this **Policy** and that this **Policy** is not cancelled as a result of the deletion of the **UAS**. In the event this **Policy** is cancelled the cancellation provision in the **Policy** will apply.

11. Salvage

If **Insurers** pay a claim on the basis of a total loss for the **UAS Insurers** may take the **UAS** (together with all documents of record, registration and title) as salvage and the **UAS** will no longer be insured under this **Policy**.

12. Right of Ownership

Unless **Insurers** agree in writing to take the **UAS** as salvage the **UAS** shall at all times remain the property of the **Insured**.

13. Notification of Claims

The Insured should give notice of any event likely to give rise to a claim under this **Policy** to **Coverdrone** as soon as reasonable practicable. The **Insured** should give full particulars of such event and forward as soon as reasonable practicable to **Coverdrone** any letters or documents relating to the claim and give notice of any impending prosecution. The **Insured** must give such further information and assistance as the **Insurers** may reasonably require and the **Insured** should not act in any way to the detriment or prejudice of the interests of **Insurers**.

No admission, offer, promise or payment shall be made by the Insured without the consent of the Insurers.

14. Law and Jurisdiction

The choice of law and jurisdiction applicable to this **Policy** is stated in the **Policy Schedule**.

15. Sanctions and Embargo

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 an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
- 2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
- 3. In the event of any law or regulation becoming applicable during the Period of Insurance which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days' notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer 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 the Insurer, 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 the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

ATTACHMENTS FORMING A PART OF THIS POLICY

The attachments apply to all of the **Policy** Sections unless there is a statement that they do not apply to a particular Section.

ATTACHMENT ONE

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION) AVN48B

This Policy does not cover claims caused by

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the UAV in Flight (including any attempt at such seizure or control) made by any person or persons acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the UAS is outside the control of the Insured by reason of any of the above perils. The UAV shall be deemed to have been restored to the control of the Insured on the safe return of the UAV to the Insured.

ATTACHMENT TWO

NUCLEAR RISKS EXCLUSION CLAUSE AVN38B (AMENDED)

- 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

paragraph 1(b) and (c) above shall not include:

- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- 3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- 4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2 shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
 - (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
 - (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
 - (iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

ATTACHMENT THREE

ASBESTOS EXCLUSION CLAUSE 2488AGM00003 (AMENDED)

(NOT APPLICABLE TO SECTION ONE)

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

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

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

ATTACHMENT FOUR

CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE AVN72 (AMENDED)

The rights of a person who is not a party to this insurance to enforce a term of this insurance and/or not to have this insurance 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.

ENDORSEMENTS ATTACHING TO AND FORMING A PART OF THIS POLICY

The **Endorsements** that apply to this **Policy** will be detailed within the **Policy Schedule** under the Policy Endorsement Section. Any **Endorsement** not detailed in the **Policy Schedule WILL NOT be applicable to this Policy.**

ENDORSEMENT ONE

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52E (AMENDED)

- 1. WHEREAS the **Policy** of which this **Endorsement** forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B ATTACHMENT ONE), IN CONSIDERATION of an Additional Premium included herein, 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 an **Unmanned Aerial Vehicle**.

3. LIMITATION OF LIABILITY

The limit of **Insurers'** liability in respect of the coverage provided by this **Endorsement** shall be the limit specified in the **Policy Schedule** or the applicable policy limit whichever the lesser 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

- 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 **UAS** may be involved
- (iii) All cover in respect of any of the insured **UAS** requisitioned for either title or use upon such requisition

PROVIDED THAT if an Insured **UAV** 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 an **UAV** until completion of its first landing thereafter.

5. REVIEW AND CANCELLATION

(a) Review of Premium and/or Geographical Limits (7 days)

Insurers 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 4 (ii) above, **Insurers** may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (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 **Insurers** or the **Insured** 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.

ENDORSEMENT TWO

UNMANNED AERIAL SYSTEM HULL "WAR AND ALLIED PERILS" EXTENSION

LOSS OF OR DAMAGE TO UAS

Subject to the terms, conditions and limitations set out below, this **Endorsement** covers loss of or damage to the **UAS** detailed in the **Policy Schedule** against claims excluded from Section One of this **Policy** as 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) Strikes, riots, civil commotions or labour disturbances.
- (c) 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.
- (d) Any malicious act or act of sabotage.
- (e) 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.
- (f) Hi-jacking or any unlawful seizure or wrongful exercise of control of the UAS flight (including any attempt at such seizure or control) made by any person or persons acting without the consent of the Insured.

Furthermore this **Endorsement** covers claims excluded from Section One of this **Policy** from occurrences whilst the **UAS** is outside the control of the **Insured** by reason of any of the above perils. The **UAS** shall be deemed to have been restored to the control of the **Insured** on the safe return of the **UAS** to the **Insured** at an airfield not excluded by the geographical limits of this **Policy**, and entirely suitable for the operation of the **UAS** (such safe return shall require that the **UAS** be parked with engines shut down and under no duress).

EXTORTION AND HI-JACK EXPENSES

This **Endorsement** will also indemnify the **Insured** subject to the terms, conditions, exclusions and limitations set out below, and up to the limit stated herein for 90% of any payment properly made in respect of:

- (a) threats against any **UAS** insured under this **Policy** made during the **Period of Insurance**.
- (b) extra expenses necessarily incurred following confiscation, etcetera (as Section One clause (e)) or hi-jacking, etcetera (as Section One clause (f)) of any **UAS** insured under this **Policy**.

No cover will be provided under this **Endorsement** in any territory where such insurance is not lawful, and the **Insured** is at all times responsible for ensuring that no arrangements of any kind are made which are not permitted by the proper authorities.

EXCLUSIONS

Coverage under this Endorsement excludes loss, damage or expense caused by one or any combinations of any of the following:

- (a) war (whether there be a declaration of war or not) between any of the following States: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China; nevertheless, if any UAS is in the air when an outbreak of such war occurs, this exclusion shall not apply in respect of such UAS until the said UAS has completed its first landing thereafter;
- (b) confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the authority of the Government(s) where the UAS is registered, or any public or local authority under its jurisdiction;
- (c) the emission, discharge, release or escape of any chemical, biological or biochemical materials or the threat of same but this exclusion shall not apply;
 - (i) if such materials are used or threatened to be used solely and directly in:
 - 1. the Hi-jacking, unlawful seizure or wrongful exercise of control of an UAS in flight and then only in respect of loss of or damage to such UAS the subject of a valid claim under clause (f) Section One above; or
 - 2. any threat against an Unmanned Aerial System insured under this Policy and then only in respect of payments as are insured under Section Two above;
 - (ii) other than as provided for in sub-paragraph 1 above, to loss of or damage to an UAS if the use of such materials is hostile and originates solely and directly;
 - 1. on board such UAS, whether it is on the ground or in the air.

or

2. external to such UAS and causes physical damage to the UAS whilst the UAS's wheels are not in contact with the ground.

Any emission, discharge, release or escape originating external to the UAS that causes damage to the UAS as a result of contamination without other physical damage to the UAS exterior is not covered by this Policy.

- (d) any debt, failure to provide bond or security or any other financial cause under court order or otherwise;
- (e) the repossession or attempted repossession of the UAS either by any title holder, or arising out of any contractual agreement to which any Insured protected under this Policy may be party;
- (f) delay, loss of use, or except as specifically provided in Section Two any other consequential loss; whether following upon loss of or damage to the UAS or otherwise.
- (g) any use, hostile or otherwise, of radioactive contamination or matter but this exclusion shall not apply to loss of or damage to an UAS if such use is hostile and originates solely and directly;
 - (i) on board such UAS, whether it is on the ground or in the air, or
 - (ii) external to such UAS and causes physical damage to the UAS whilst the UAS's wheels are no longer in contact with the ground

Any such use originating external to the UAS that causes damage to the UAS as a result

- of contamination without other physical damage to the UAS exterior is not covered by this Policy.
- (h) any use, hostile or otherwise, of an electromagnetic pulse but this exclusion shall not apply to loss of or damage to an UAS if such use originates solely and directly on board such UAS, whether it is on the ground or in the air.
- (i) any detonation, hostile or otherwise, of any device employing atomic or nuclear fission and/or fusion or other like reaction, and notwithstanding (g) and (h) above, any radioactive contamination and electromagnetic pulse resulting directly from such detonation is also excluded by this Policy.

GENERAL CONDITIONS

- This Endorsement is subject to the same warranties, terms and conditions (except as regards
 the premium, the obligations to investigate and defend, the renewal agreement (if any), the
 amount of deductible or self insurance provision where applicable AND EXCEPT AS
 OTHERWISE PROVIDED HEREIN) as are contained in or may be added to Section One of this
 Policy.
- 2. Subject always to the provisions of the Cancellation Revision and Automatic Termination below, **Insurers** hereon agree to follow Section One of this **Policy** in respect of Breach of Warranty Cover, Hold Harmless Agreements and Waivers of Subrogation, Lienholders/Contract Parties, Additional Insureds and additions and deletions of **UAS**.
- 3. This **Endorsement** is subject to the Fraudulent Claims provision General Condition 9 of this **Policy**.
- 4. This **Endorsement** is subject to the Sanctions and Embargo Clause General Condition 15 of this **Policy**.
- 5. Notice of any event likely to give rise to a claim under this **Endorsement** shall be given to **Insurers** in accordance with General Condition 13 of this **Policy**.

CANCELLATION REVISION AND AUTOMATIC TERMINATION

Amendment of Terms or Cancellation

1. (a) Insurers may give notice, effective on the expiry of 7 days from midnight G.M.T. on the day on which notice is issued, to review the rate of premium and/or the geographical limits. In the event of the review of the rate of premium and/or geographical limits not being accepted by the Insured then at the expiry of the said 7 days, this Endorsement shall become cancelled at that date.

Automatic Review of Terms or Cancellation

(b) Notwithstanding 1 (a) above, this Endorsement is subject to automatic review by Insurers of the rate of premium and/or conditions and/or geographical limits effective on the expiry of 7 days from the time of any hostile detonation of any device including 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 UAS may be directly affected. In the event of the review of the rate of premium and/or conditions and/or geographical limits not being accepted by the Insured then at the expiry of the said 7 days, this Endorsement shall become cancelled at that date.

Cancellation by Notice

(c) This **Endorsement** may be cancelled by the **Insured** or **Insurers** giving notice not less than 7 days prior to the end of each period of 3 months from inception.

Automatic Termination

2. Whether or not such notice of cancellation has been given paragraph (a) of Section One of this **Endorsement** shall TERMINATE AUTOMATICALLY

Upon the outbreak of war (whether there be a declaration of war or not) between any of the following States, namely, the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China.

PROVIDED THAT if the **UAV** is in the air when such outbreak of war occurs then this insurance, subject to its terms and conditions and provided not otherwise cancelled, terminated or suspended, will be continued in respect of such **UAV** until the said **UAV** has completed its first landing thereafter.

ENDORSEMENT THREE

NON-OWNED ELECTRONIC EQUIPMENT EXTENSION ENDORSEMENT

In consideration of an additional premium, SECTION ONE of this **Policy** is extended to cover electronic equipment leased or hired but not owned by the **Insured** whilst in the care, custody or control of the **Insured**. This extension **Endorsement** will only apply where the electronic equipment leased or hired has underwritten conditions which make the **Insured** fully responsible for all **Property Damage** during the lease or hire.

In the event of **Property Damage** to this equipment, this **Policy** will pay any additional lease or hire charges that the **Insured** is liable to pay for whilst the equipment is being repaired or replaced.

The limit provided by this **Endorsement** is as stated in the **Policy Schedule** each accident. Such limit shall be in addition to any other limit stated within this **Policy**.

Additional premium as stated in the **Policy Schedule**.

ENDORSEMENT FOUR

LIABILITY LIMIT WHILST TRAINING

Whilst an operator is in training the liability limit is as stated in **the Policy Schedule** each **Occurrence**.

ENDORSEMENT FIVE

UAV OPERATING MASS WEIGHT RESTRICTION

This **Policy** will not cover any **UAV** with an operating mass exceeding 25KG without its fuel but including any **Airborne Equipment**.

ENDORSEMENT SIX

INCOMPATIBILITY OF SOFTWARE OR PROGRAMS EXTENSION ENDORSEMENT

Where damage to equipment covered under SECTION ONE of this **Policy** results in the existing software or programs being incompatible with the replacement equipment the **Insurer's** will at their option pay for

(a) necessary modifications to the replacement equipment

or

(b) the conversion of the existing software or programs into a format which is compatible with the replacement equipment and the cost of replacing incompatible data carrying materials.

The limit provided by this **Endorsement** shall not exceed the Limit stated in the **Policy Schedule** each claim in the **Period of Insurance**.

ENDORSEMENT SEVEN

INCREASED COST OF WORK EXTENSION ENDORSEMENT

In the event of a loss payable under SECTION ONE of this **Policy, Insurers** will pay necessary and reasonably incurred expenses to enable the **Insured** to fulfil contractual obligations of contracts between the **Insured** and third parties including but not limited to, the cost of renting temporary replacement equipment.

EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

Insurers will not pay for:

- 1. loss of use of the **UAS or Airborne Equipment** or business interruption (including any loss of income or of contract) arising therefrom.
- 2. any office expenses of the **Insured** or expenses for salaried employees of the **Insured**.

The limit provided by this **Endorsement** shall not exceed the limit stated in the **Policy Schedule** each claim in the **Period of Insurance**.

ENDORSEMENT EIGHT

REINSTATEMENT OF DATA EXTENSION ENDORSEMENT

Insurers will at their option, repair or pay for the Reinstatement of Data and will pay Reasonable Hire Charges whilst repairs to the UAS or Airborne Equipment are being carried out or during the Reinstatement of Data to enable the Insured to continue with his business or operation.

The maximum amount that **Insurers** will pay for this **Reinstatement of Data** and **Reasonable Hire Charges** is stated in the **Policy Schedule**. However, **Insurers** will not pay for any **Reasonable Hire Charges** in respect of a total loss claim.

ENDORSEMENT NINE

CIVIL USE OF MOD AIRFIELDS ENDORSEMENT

The **Insured**(s) may wish to use, for civil aircraft purposes, Ministry of Defence (MOD) airfields and be required to enter into an agreement with the Crown incorporating certain conditions for the civil (flying) use of such airfields and to afford an indemnity to the Crown in the form of INDEM3.81/Form 4a.

The **Insurers** will indemnify the **Insured** for all sums which the **Insured** shall become legally liable to pay and shall pay to the Crown under such an agreement as compensatory damages (including costs awarded against the **Insured**) in respect of accidental **Bodily Injury** and accidental **Property Damage** by any **UAS** insured under the **Policy** or object falling therefrom.

The limit applicable to this **Endorsement** is as stated in the **Policy Schedule** and such limit shall not be in addition to or in excess of any other limit of liability provided in the **Policy**.

Additional premium: Included within the Liability premium

AVN 95 30.4.02 (amended for UAS)

ENDORSEMENT TEN

UNAUTHORISED USE CLAUSE

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

AVN 77 9.2.01 (amended for UAS)

ENDORSEMENT ELEVEN

UAS OPERATOR INDEMNITY CLAUSE

SECTION TWO of this **Policy** is extended to cover, as if he/she were the **Insured**, any **UAS** operator authorised by the **Insured** under the terms of the **Policy** in respect of injury or damage arising out of the operation of the **UAS** described in the **Policy Schedule**, but not so as to increase the liability of **Insurers** beyond the amount which would otherwise have been payable under this **Policy** had liability been incurred by the **Insured**.

Provided always that

- 1. At the time of any accident giving rise to a claim under this Clause the said **UAS** Operator
 - (a) shall as though he/she were the **Insured**, observe, fulfil and be subject to the terms, conditions and exclusions contained in the **Policy**, and
 - (b) is not entitled to indemnity under any other policy.
- 2. There shall be no indemnity under this Clause in respect of claims made against the **Authorised Operator** by the **Insured** and/or with respect to the **UAS** described in the **Policy Schedule**.

AVN 74 9.2.01 (amended for UAS)

ENDORSEMENT TWELVE

PROFESSIONAL INDEMNITY EXTENSION OF COVERAGE ENDORSEMENT

This **Policy** is extended to indemnify the **Insured**, up to the limit stated in the **Policy Schedule**, against legal liability for any claim or claims which are first made against them and notified to **Insurers** during the **Period of Insurance** by reason of any negligent act, negligent error or negligent omission in the conduct of their business as the owner/operator of the insured **UAS**.

Costs and expenses in the defence or settlement of any such claim are included within and not in addition to the limit stated in the **Policy Schedule**.

EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

This **Endorsement** does not cover

- (a) Any Bodily Injury of any employee under a contract of service with the Insured or any claim arising out of any dispute between the Insured and any present or former employee or any person who has been offered employment with the Insured.
- (b) The manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale or supply of hardware or software by the Insured.
- (c) Any act, error or omission of any partner or director of the Insured which is dishonest, fraudulent, criminal or malicious or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery by the Insured of reasonable cause for suspicion that such act has been committed
- (d) Any claim made against the Insured by any entity in which the Insured exercises a controlling interest or any entity exercising a controlling interest over the Insured by virtue of having a financial or executive interest in the operation of the Insured.
- (e) Fines, penalties, punitive, multiple or exemplary damages.
- (f) Any claim arising from being a director, officer or trustee of the Insured or from the acceptance of any directorship or trusteeship in any other company forming part of the Insured.
- (g) Any claim or circumstance that may give rise to a claim which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this insurance or as disclosed as a material fact to Insurers which formed the basis of this insurance or any claim or circumstance that may give rise to a claim of which the Insured was or should have been aware prior to the inception of this insurance.
- (h) Any trading losses or trading liabilities incurred by any business managed or carried on by the Insured including loss of any client account or business.
- (i) Any loss arising from the failure of the Insured to arrange or maintain insurance or finance.
- (j) Any claim arising out of Regulated Activities as defined in the Financial Services and Markets Act 2000.
- (k) The Insured acting in the capacity of trustee, fiduciary or administrator of any employer sponsored pension or superannuation scheme or superannuation programme.
- (I) Any claim arising out of Bodily Injury and/or Property Damage.

ADDITIONAL ENDORSEMENTS ATTACHING APPLICABLE TO THE COUNTRY OF DOMICILE OF THE INSURED

ENDORSEMENT - GREECE

LANGUAGE DECLARATION CLAUSE (GREECE)

The Insured has requested conditions of insurance to be expressed in the English language and confirms he understands and accepts such conditions and agrees to be bound by them.

Δήλωση γνώσης της Αγγλικής Γλώσσας (Ελλάδα)

Ο Ασφαλισμένος εζήτησε οι όροι του Ασφαλιστηρίου να διατυπωθούν στην Αγγλική γλώσσα την οποία γνωρίζει και δηλώνει ότι κατανοεί και αποδέχεται αυτούς τους όρους και ότι συμφωνεί να δεσμεύεται από αυτούς

NMA2487

7 August 1992

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

> Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 50 (fifty) calendar days of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 50 (fifty) calendar days of the complaint being received, you may be eligible to refer your complaint to the Hellenic Consumers Ombudsman, the Bank of Greece or the General Secretariat of Consumer Affairs in Greece. The contact details of the above organisations are as follows:

Hellenic Consumers Ombudsman 144 Alexandras Avenue 114 71, Athens Greece

Tel: +30 210 646 0862 Fax: +30 210 646 0414

E-mail: grammateia@synigoroskatanaloti.gr Website: www.svnigoroskatanaloti.gr/index.html

Complaints referred to the Hellenic Consumers Ombudsman must be submitted to it within 3 (three) months of you becoming aware of the act or omission that gave rise to the complaint.

Bank of Greece 21 E. Venizelos Avenue 102 50, Athens Greece

Tel: +30 210 320 1111 Fax: +30 210 323 2239/2816

E-mail: complaints@bankofgreece.gr

General Secretariat of Consumer Affairs Kaniggos Sq. 10181 Athens Greece

E-mail: info@efpolis.gr Website: www.efpolis.gr/

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

ENDORSEMENT - NETHERLANDS

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being received.

A decision on your complaint will be provided to you, in writing, within 6 (six) weeks of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 6 (six) weeks after the complaint has been received by the insurer, you may be eligible to refer your complaint to the Complaints Institute for Financial Services (Kifid) in the Netherlands. The contact details are as follows:

Complaints Institute for Financial Services (Kifid) Postbus 93257 2509 The Hague The Netherlands

Tel: +31 (0) 70 333 8 999 E-mail: <u>consumenten@kifid.nl</u>

Website: www.kifid.nl

If you have purchased your contract online, you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - BULGARIA

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, writing 5 (five) business days of the complaints being made.

A decision on your complaint will be provided to you, in writing, within 1 (one) month of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 1 (one) month of the complaint being made, you may be eligible to refer your complaint to the Financial Supervision Commission in Bulgaria. The contact details are as follows:

Financial Supervision Commission No. 16 Budapeshta Str. 1000 Sofia Bulgaria

E-mail: <u>delovodstvo@fsc.bg</u>

Website: www.fsc.bg/en/for-the-consumers/complaints/

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - AUSTRIA

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Financial Market Authority (FMA) in Austria. The contact details are as follows:

Austrian Financial Market Authority Consumer Information and Complaints department Otto-Wagner-Platz 5 1090 Vienna Austria

Tel: +43 1 249 59 3444 Fax: +43 1 249 59 3499 E-mail: fma@fma.gv.at

Website: www.fma.gv.at/en/complaints-and-points-of-contact/

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - SWEDEN

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 14 (fourteen) calendar days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 14 (fourteen) calendar days of the complaint being made, you may be eligible to refer your complaint to the National Board for Consumer Complaints. The contact details are as follows:

National Board for Consumer Complaints (ARN) Box 174

101 23 Stockholm

Sweden

Tel: +46 8 50 88 60 00 Fax: + 46 8 50 88 60 01 E-mail: <u>arn@arn.se</u> Website: <u>www.arn.se</u>

If you have purchased your contract online, you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - NORWAY

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being received. Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being received, or at any time after you have made the complaint to the party named above, you may refer your complaint to the Norwegian Financial Services Complaints Board. The contact details are as follows:

Norwegian Financial Services Complaints Board (FinKN) Postboks 53 Skøyen 0212 Oslo Norway

Tel: +47 23 13 19 60 Fax: +47 23 13 19 70 E-mail: post@finkn.no

Website: www.finkn.no/English

If you have purchased your contract online, you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - FRANCE

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 2 (two) months of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 2 (two) months of the complaint being made, you may be eligible to refer your complaint to the Insurance Ombudsman in France. The contact details are as follows:

Insurance Ombudsman TSA 50110 75441 Paris Cedex 09 France

Website: https://www.mediation-assurance.org/Bienvenue

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - GERMANY (FOE)

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, promptly.

A decision on your complaint will be provided to you, in writing, within 6 (six) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 6 (six) weeks of the complaint being made, you may be eligible to refer your complaint to the Insurance Ombudsman. The contact details are as follows:

Insurance Ombudsman Postfach 080632 10006 Berlin Germany

Tel: 0800 3696000 Fax: 0800 3699000

www.versicherungsombudsmann.de

You may refer your complaint to the Insurance Ombudsman if the complainant is a consumer or in a consumer-like position and the complaint does not relate to private health insurance and the value of the complaint is EUR 100,000 or less.

In addition, you may refer your complaint to the Federal Financial Supervisory Authority (BaFin) in Germany without first contacting the party identified above, or at any time after you have made your complaint. The contact details are as follows:

Federal Financial Supervisory Authority (BaFin) Graurheindorfer Strasse 108 53117 Bonn Germany

Tel: 0800 2 100 500 (from inside Germany)

Tel: +49 (0)228 41080

E-mail: poststelle@bafin.de

 $Website: \underline{www.bafin.de/EN/Verbraucher/BeschwerdenAnsprechpartner/}\\$

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If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - CZECH REPUBLIC

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Czech National Bank. The contact details are as follows:

Czech National Bank Consumer Protection Department Na Príkope 28 115 03 Prague 1 Czech Republic

Tel: 22 441 4359/2887 Fax: 22 441 2261

E-mail: spotrebitel@cnb.cz

Website: www.cnb.cz/en/consumer/consumer protection/index.html

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - SPAIN

COMPLAINTS NOTICE

In accordance with the Law 44/2002, the Ministerial Order ECO/734/2004 and related regulations on transparency and protection of financial services clients, any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be reached within 1 (one) month of the complaint being made. The decision will be communicated to you within a maximum period of 10 (ten) calendar days after the decision has been taken.

Should you remain dissatisfied with the final response or if you have not received a final response within one month of the complaint being made, you may voluntarily submit a dispute to arbitration in accordance with the terms of the Spanish Law for the Protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators.

You may be eligible to refer your complaint to the Directorate General of Insurance in Spain. The contact details are as follows:

Directorate General of Insurance Miguel Ángel, 21 28010 Madrid Spain

Tel: 952 24 99 82

Website:

 $\underline{www.dgsfp.mineco.es/es/Consumidor/ProteccionAsegurado/Paginas/InformacionProcedimiento.asp} \underline{x}$

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

You may bring a legal action before the Court of first instance corresponding to your domicile under Section 24 of the Insurance Contracts Act.

ENDORSEMENT - ICELAND

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 4 (four) weeks of the complaint being made. If it is not possible to respond to you within this time period, you will be advised of the reason for the delay and the date when a response will be provided to you.

Should you remain dissatisfied with the final response or if you have not received a final response within 4 (four) weeks of the complaint being made, you may be eligible to refer your complaint to the Financial Supervisory Authority in Iceland. The contact details are as follows:

The Insurance Complaints Committee Financial Supervisory Authority Höfðatún 2 105 Reykjavík Iceland

Tel: +354 520 3700 Fax: +354 520 3727 E-mail: urskvatr@fme.is

Website: www.en.fme.is/supervision/consumer-affairs/the-insurance-complaints-committee/

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - CROATIA

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, writing 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Croatian Financial Services Supervisory Agency (HANFA). The contact details are as follows:

Croatian Financial Services Supervisory Agency (HANFA) Miramarska 24b Zagreb HR - 10000 Croatia

Tel: +385 1 6173 200 Fax: +385 1 4811406 E-mail: potrosaci@hanfa.hr

Website: https://www.hanfa.hr/consumer-protection/complaints-to-hanfa/

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - LATVIA

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Consumer Rights Protection Centre or the Financial and Capital Markets Commission. The contact details of these organisations are as follows:

Consumer Rights Protection Centre Brivibas Street 55 Riga LV-1010 Latvia

Tel: +371 6545 2554 Fax: +371 6738 8634 E-mail: ptac@ptac.gov.lv

Website: www.ptac.gov.lv/en/content/consumer-protection-0

Financial and Capital Market Commission Kungu iela 1 Riga LV-1050 Latvia

Tel: 67774800 E-mail: fktk@fktk.lv

Website: www.fktk.lv/en/commission/about-us/2011-10-19-consumer-complaints-hand.html

If you have purchased your contract online, you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - SLOVENIA

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 30 (thirty) business days of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 30 (thirty) business days of the complaint being received, you may be eligible to refer your complaint to the Mediation Centre of the Slovenian Insurance Association. The contact details are as follows:

Mediation Centre of the Slovenian Insurance Association Železna cesta 14 1000 Ljubljana Slovenia

Tel: 00386 1 3009381

E-mail: irps@zav-zdruzenje.si

Website: www.zav-zdruzenje.si/en/adr-alternative-consumer-dispute-resolution/

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - ROMANIA

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Financial Supervisory Authority. The contact details are as follows:

Financial Supervisory Authority Splaiul Independentei No. 15, sector 5 Postal Code 050092 Bucharest Romania

Tel: +4 08 00 825 627 E-mail: office@asfromania.ro

Website: www.asfromania.ro/index.php/en/consumers/petitions-consumers-quide

If you have purchased your contract online, you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - ESTONIA

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Consumer Protection Board in Estonia. The contact details are as follows:

Consumer Disputes Committee Consumer Protection Board Pronksi 12, 10117 Tallinn Estonia

Tel: +372 6201 920

E-mail: avaldus@komisjon.ee or info@tarbijakaitseamet.ee

Website: www.tarbijakaitseamet.ee/en/consumer-disputes-committee

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - LIECHTENSTEIN

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Financial Market Authority. The contact details are as follows:

Financial Market Authority Landstrasse 109 P.O. Box 279 9490 Vaduz Liechtenstein

Tel: +423 236 73 73 Fax: +423 236 73 74 E-mail: info@fma-li.li

Website: www.fma-li.li/en/client-protection/complaints.html

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - LIECHTENSTEIN

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Consumers' Union in Luxembourg. The contact details are as follows:

Consumers' Union (ULC) 55, rue des Bruyères L-1274 Howald Luxembourg

Tel: 49 60 22 1 Fax: 49 49 57 E-mail: info@ulc.lu

Website: www.ulc.lu/fr/Organes/Detail.asp?T=2&D=descr&ID=6

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - IRELAND

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 VH29 Republic of Ireland

Tel: +353 1 6 567 7000 E-mail: <u>info@fspo.ie</u> Website: <u>www.fspo.ie</u>

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - ITALY

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

A decision on your complaint will be provided to you, in writing, within forty-five (45) calendar days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within forty-five (45) calendar days of the complaint being made, you may be eligible to refer your complaint to the Institute for Insurance Supervision (IVASS). The contact details are as follows:

Institute for Insurance Supervision (IVASS) via del Quirinale 21 00187 Rome Italy

Telephone no.: 800 486661 (from Italy)

Telephone no.: +39 06 **42021 095** (from outside Italy) Fax no.: +39 06 42133 745 or +39 06 42133 353

E-mail: ivass@pec.ivass.it

The IVASS website provides further information about how to refer your complaint to IVASS and a template letter that may be used. Please see the link below.

www.ivass.it

If you have purchased your contract online, you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - POLAND

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you in writing by post, within 30 (thirty) days of the complaint being received. The decision may be sent to you by e-mail if you requested this and provided an e-mail address.

If it is not able to provide you with a decision within 30 days because it is a complex complaint, you will be contacted. You will be advised of the reason for the delay, the circumstances that must be established to handle the case and the expected timescale within which a response will be provided, which will not be more than 60 (sixty) days after the complaint has been received.

Should you remain dissatisfied with the final response or if you have not received a final response within 30 (thirty) days of the complaint being made, you may be eligible to refer your complaint to the Financial Ombudsman. The contact details are as follows:

Financial Ombudsman Al. Jerozolimskie 87 02-001 Warsaw Poland

Tel: +48 22 333 73 26/27 Fax: +48 22 333 73 29 E-mail: biuro@rf.gov.pl Website: www.rf.gov.pl/

If you have purchased your contract online, you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

ENDORSEMENT - PORTUGAL

COMPLAINTS NOTICE

Any complaint should be addressed:

In writing to: The Complaints Manager for Starr Europe Insurance Limited (SEIL)

Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141,

Malta

Email: compliance@starrcompanies.com

Telephone: +356 22605086

Your complaint will be acknowledged in writing, within 5 (five) business days of the complaint being made. You will be informed of the date when the investigation is expected to be finished.

A decision on your complaint will be provided to you, in writing, within 20 (twenty) calendar days (or 30 (thirty) calendar days for exceptional or complex cases) of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 20 (twenty) calendar days (or 30 (thirty) calendar days for exceptional or complex cases) of the complaint being received, you may refer your complaint to an independent Customers' Ombudsman in accordance with law in Portugal. Insurers providing insurance policies in Portugal must appoint an independent Customers' Ombudsman in Portugal. The Ombudsman will review the complaint within 30 (thirty) calendar days of receipt (or 45 (forty five) calendar days in exceptional cases) and issue a recommendation accordingly.

Starr Europe Insurance Limited (SEIL) will advise you of their appointed independent Customers Ombudsman.

You may also bring a complaint before the Authority for the Supervision of Insurance and Pension Funds (ASF). The contact details are below:

Authority for the Supervision of Insurance and Pension Funds (ASF) Av. da República, 76 1600-205 Lisbon Portugal

Tel: (351) 21 790 31 00 Fax: (351) 21 793 85 68

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.