

insure **4** drones

Insurance Booklet Test Conditions



Thank You for choosing Insure4Drones.

Insure4Drones is a trading name of Ripe Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.



We have tried to make this document easy to read. However, We have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is used it will be printed in bold type.

The next few pages give **You** a summary of the main policy benefits and terms and conditions, known as the Policy Summary (KeyFacts®) and therefore does not contain the full terms which can be found further in this insurance booklet.

INSURE4DRONES SUMMARY

NAME OF THE UNDERWRITER

Certain Underwriters at Lloyds

TYPE OF INSURANCE AND COVER

This Insurance can provide cover for the following. Please refer to **Your** insurance schedule for details of the cover applicable to **You** as the insured person:

- Section 1 – Public Liability

STANDARD FEATURES AND BENEFITS

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 1 Public Liability	<ul style="list-style-type: none"> • Provides indemnity for accidental bodily or mental injury, death or disease to any person, or third party property damage caused by the Drone or by any object falling therefrom. 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording. • Injury or loss sustained by the Drone Operator or any other member of ground control personnel whilst engaged in the operation of the Drone. • Liability arising from or relating to any actual or alleged breach of privacy laws, trespass or data misuse. • Liability arising from or relating to a Cyber Attack

PERIOD OF INSURANCE

The **Period of Insurance** as stated in **Your** insurance schedule.

CONSUMER INSURANCE ACT

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

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Insure4Drones within 14 days of issue. On the condition that no **Claims** have been made or are pending, a full refund will be available.

Thereafter **You** may cancel the **Policy** cover at any time by informing Insure4Drones. At **Our** discretion **We** may allow a refund of premium for any unexpired period of cover less an administration fee of £25.00. There will be no return of premium in respect of any Drone on which a loss has been paid or is payable under this **Policy**.

OUR RIGHT TO CANCEL

We may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

MAKING A CLAIM

Should **You** wish to make a **Claim** or report an incident that could give rise to a **Claim** under this insurance please contact:

- Telephone: **+44 (0)800 997 8977**
- Post: Insure4Drones Claims Department, Charles Taylor Adjusters Ltd, 88 Leadenhall Street, London, EC3A 3BA
- Email: ctdrones@ctplc.com

OUR COMPLAINTS PROCEDURE

We are proud of the service that **We** provide and of **Our** careful selection of intermediaries **We** trust to service the **Policy**. Occasionally, things may go wrong and if this happens **We** have a procedure in place to fully investigate **Your** complaint and where appropriate, to make changes to prevent a recurrence.

- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Drones
- If **You** still have cause for complaint then contact Complaints, Lloyd's, One Lime Street, London EC3M 7HA or email complaints@lloyds.com. Details of Lloyd's complaint procedures are set out in a leaflet 'Your complaint – How We Can Help' available at www.lloyds.com/complaints or from the above address.
- If **Your** complaint is regarding the handling of a **Claim** then contact Charles Taylor Adjusters Ltd, 88 Leadenhall Street, London, EC3A 3BA
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service: Financial Ombudsmen Service, Exchange Tower, Harbour, Exchange Square, London, E14 9SR.

YOUR RIGHTS

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

COMPENSATION

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the **Claim**.

For this type of insurance 90% of **Your Claim** is covered, without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk, and on **020 7741 4100**, or **0800 678 1100**.

INSURE4DRONES POLICY WORDING

Effected on behalf of Certain underwriters at Lloyd's by Ripe Insurance Services Limited, The Royals, Altrincham Road, Manchester M22 4BJ.

This is to certify that in accordance with the authorisation granted under the contract (the number of which is specified in the Insurance Schedule) to the undersigned by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in the Insurance Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

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

In witness whereof this insurance has been signed at the place stated and on the date specified in the Insurance Schedule by Ripe Insurance Services Limited.



.....
 Authorised Signatory
 Ripe Insurance Services Limited

Ripe Insurance Services Limited is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities.

We must draw **Your** attention to a number of important features of this Insurance:

- This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The **Policy** wording and Insurance Schedule make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in two parts – this **Policy** wording and the Insurance Schedule:

Policy	Schedule
<ul style="list-style-type: none"> • Exactly what is covered and what isn't • How to make a Claim and how We will settle that Claim • Our obligations to You • The terms and conditions you must comply with 	<ul style="list-style-type: none"> • The sections of the Policy that apply to you and the dates from which cover is in force • The various limits and sums insured that apply to Your cover • Any special terms that apply to Your Policy • Your Premium • Your Policy number

Our part of the contract is that **We** will provide the cover set out in this **Policy** wording:

- For those sections which are shown on **Your** Insurance Schedule
- For the insurance period set out on the same Insurance Schedule.

Your part of the contract is:

- **You** must pay the Premium as shown on **Your** Insurance Schedule for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a **Claim**, increase the Premium or **You** may find that **You** do not have any cover.

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IMPORTANT FEATURES:

- **Insurance Booklet:** **You** should read this document carefully in conjunction with the Insurance Schedule. It gives details of what is and is not covered by the Insurance and the Conditions and Exclusions of the cover.
- **Conditions and Exclusions:** Conditions and exclusions will apply to individual sections of the Insurance while general exclusions and conditions will apply to the whole Insurance.
- **Limits:** All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits for example for one item.
- **Excesses: Claims** under certain sections will be subject to an **Excess**. Where there is an **Excess**, **You** will be responsible for paying the first part of a **Claim**.
- **Reasonable Care:** **You** are required to take all reasonable care to protect yourself and **Your Drone** and to act as though **You** are not insured.
- **Complaints:** This insurance includes a complaints procedure which tells **You** what steps **You** can take if **You** wish to make a complaint.
- **'Cooling Off' Period:** This Insurance Booklet contains a 'cooling off' period as detailed in **Your** right to cancel'.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.
If the insurance does not meet **Your** requirements, please return it within 14 days from receipt of documentation.
Please note that this Insurance is only available to individuals who are resident in the United Kingdom.

HOW TO MAKE A CLAIM

Should **You** wish to make a **Claim** or report an incident that could give rise to a **Claim** under this insurance please contact:

- Telephone: **+44 (0)800 997 8977**
- Post: Insure4Drones Claims Department, Charles Taylor Adjusters Ltd, 88 Leadenhall Street, London, EC3A 3BA
- Email: ctdrones@ctplc.com

No **Claim** shall be payable unless the terms of this condition have been complied with.

CLAIMS CONDITIONS

These are the **Claims** conditions **You** will need to keep to as **Your** part of this contract. If **You** do not a **Claim** may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. If you need to make a **Claim** you must:
 - a. Notify us in writing during the period of insurance of any event that may give rise to a **Claim** under this policy;
 - b. Notify us in writing within 5 working days of any accident;
2. In all cases **You** shall;
 - a. Provide full particulars in writing of such event and forward immediately notice of any **Claim** with any letters or documents relating thereto;
 - b. Render such further information and assistance as **We** may reasonably require;
 - c. Not act in any way to the detriment or prejudice of **Our** interests.
3. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by **You** without **Our** written consent, and **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** name for **Your** own benefit any **Claim** for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any **Claim**, and **You** shall give all such information and assistance as **We** may require.

IMPORTANT INFORMATION

CANCELLATION

Your right to cancel:

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Insure4Drones within 14 days of issue. On the condition that no **Claims** have been made or are pending, a full refund will be available.

Thereafter **You** may cancel the **Policy** cover at any time by informing Insure4Drones. At **Our** discretion **We** may allow a refund of premium for any unexpired period of cover less an administration fee of £25.00. There will be no return of premium in respect of any **Drone** on which a loss has been paid or is payable under this **Policy**.

Our right to cancel:

The insurer shall not be bound to accept renewal of any insurance and may be cancelled by giving 14 days' notice in writing of such cancellation. If cancelled by **Us**, **We** will return a pro rata portion of the premium in respect of the unexpired period of the **Policy**. There will be no return of premium in respect of any **Drone** on which a loss has been paid or is payable under this **Policy**.

GOVERNING LAW

This Insurance shall be governed by and construed in accordance with the laws of England and Wales whose courts shall be jurisdiction in any dispute between **Us** and **You** and **We** submit to that jurisdiction.

DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling **Claims**, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

CONSUMER INSURANCE ACT

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

DEFINITIONS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the **Policy**, Insurance Schedule and endorsements.

Accident

Bodily Injury and/or **Damage To Property** arising out of the use of your **Drone**, any one accident or series of accidents.

Bodily Injury

Sickness, disability or disease. Bodily injury shall also mean mental injury, mental anguish, shock or death if directly resulting from bodily injury, sickness, disability or disease.

Claim(s)

Any written or oral demand for monetary damages or other relief including non-pecuniary relief or any civil, arbitration or adjudication proceedings including any counterclaim or appeal. Claim includes circumstance meaning something that may result in a claim against you.

Cyber Attack

The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Damage To Property

Only physical injury to tangible property, excluding resulting loss of use, possession or control of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. For the purposes of this insurance, electronic data is not tangible property.

Drone

The drone assigned and used for the purposes of taking **Your** drone licences and/or certification whilst under test conditions and in the presence of a qualified examiner.

Flight

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

Material Change

A material change is one which might affect **Our** decision to provide insurance or the conditions of that insurance.

Operator

The person who is operating, controlling or piloting the **Drone** who is under test conditions and in the presence of a qualified examiner.

Period of Insurance

The date shown in the policy schedule.

Policy

The policy wording (along with the Insurance Schedule) which describes the terms and conditions and forms part of the legal contract between **You** and **Us**.

We/Us/Our

Ripe Insurance Services Limited trading as Insure4Drones on behalf of certain underwriters at Lloyds.

You/Your(s)

The Insured named in the schedule.

DETAILS OF COVER

SECTION 1 – PUBLIC LIABILITY

Provides indemnity for accidental bodily or mental injury, death, disease or accidental damage to any person, or third party property damage.

WHAT IS COVERED:

Where **You** have paid the appropriate premium and public liability cover is shown on **Your** insurance schedule **We** agree to insure **You** up to the amount stated within the schedule against legal liability to third parties, arising out of any one **Accident** occurring during the **Period of Insurance** and notified to us subject to the terms of this **Policy**.

We will indemnify **You** for all sums which **You** shall become legally liable to pay as compensatory damages (including costs awarded against **You**) in respect of accidental **Bodily Injury** (fatal or otherwise) and/or accidental damage to property occurring during the **Period of Insurance**, caused by the **Drone** or by any object falling therefrom when under test conditions and whilst in the presence of a qualified examiner, and notified to us.

The total amount payable includes reasonable defence costs and expenses incurred by **You** with **Our** written consent in connection with any liability insured under this **Policy**.

Should the amount paid or awarded in settlement of such **Claim** exceed the Limit of Indemnity then **Our** liability in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

WHAT IS NOT COVERED:

1. Liability arising from the **Drone** or **Drone Operator** other than for the purposes of sitting an examination or test in the presence of a qualified examiner.
2. **Bodily Injury** (fatal or otherwise) or loss sustained by the **Drone Operator** or any other member of the ground control personnel whilst engaged in the operation of the **Drone**.
3. **Bodily Injury** (fatal or otherwise) or loss sustained by any of **Your** directors or employees or partners in **Your** business whilst acting in the course of his employment with or duties for **You**.
4. Any fines or penalties imposed upon **You**
5. Property damage to any property belonging to **You** or is in **Your** custody, care or control
6. Liability arising from or relating to any actual or alleged breach of privacy laws, trespass or data misuse.
7. Liability arising from or relating to any actual or attempted breaches of data security.
8. Whilst the **Drone** is being transported by any means of conveyance
9. Liability assumed or rights waived by **You** under any agreement except to the extent that such liability would have attached to **You** in the absence of such agreement.
10. Any consequential loss or damage arising from the use of a **Drone**.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

The following exclusions apply to the whole of this **Policy**. Any other exclusion are shown in the section to which they apply.

This **Policy** does not provide cover for any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Whilst the **Drone** is being used for any illegal purpose or for any purpose other than those stated within this **Policy**.
2. Whilst the **Drone** is outside the geographical limits stated within the schedule
3. Whilst the **Drone** is being operated by any person other than those named on the **Policy** schedule
4. Whilst the **Drone** is in the care custody or control of any person under the influence of alcohol or non-prescribed drugs/ controlled substances
5. Whilst the **Drone** is landing on or taking off or attempting to do so from a place which does not comply with the recommendations and / or operating instructions laid down by the **Drone** manufacturer
6. **Claims** which are payable under any other **Policy** or policies except in respect of any **Excess** beyond the amount which would have been payable under such other policy or policies had this **Policy** not been effected
7. **Claims** excluded by the Asbestos Exclusion Clause (Appendix 1)
8. **Claims** excluded by the Noise and Pollution and Other Perils Exclusion Clause (Appendix 2)
9. **Claims** excluded by the Nuclear risks exclusion clause (Appendix 3)
10. **Claims** excluded by the Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Appendix 4)
11. **Claims** excluded by the Chemical Liability Exclusions Clause (Appendix 5) when a **Drone** is used for aerial application.

12. **Claims** excluded by the Date Recognition Exclusion Clause (Appendix 6)
13. **Claims** caused by;
 - (a) A **Cyber Attack**
 - (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 matterFurthermore, this **Policy** does not cover **Claims** arising while the **Drone** is outside **Your** control by reason of any of the above perils. The **Drone** shall be deemed to have been restored to **Your** control on the safe return of the **Drone** to **You** at a location included within the geographical limits of the **Policy**, and entirely suitable for the operation of the **Drone**.
14. Loss, damage and /or **Bodily Injury** (fatal or otherwise) caused directly or indirectly by the modification of the **Drone** by any entity or individual that is not approved by the manufacturer.
15. Loss, damage and /or **Bodily Injury** (fatal or otherwise) caused directly or indirectly due to Racing, Time trials, Aerial Acrobatics and other similar activities.

SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not provide cover nor shall they be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



GENERAL CONDITIONS

The following conditions apply to the whole of this **Policy**.

1. **You** shall comply with any law, regulation, or order of any government or government appointed authority applicable to the airspace in which the **Drone** operates to include but not limited to, air navigation and airworthiness orders and requirements, **Flight** regulations / navigation requirements.
2. **You** shall comply with all manufacturer recommendations and guidelines when operating and maintaining the **Drone**.
3. If after this **Policy** has been effected, the risk is materially altered, such alterations must be notified to **Us** immediately.
4. **You** must notify **Us** as soon as reasonably possible of any **Material Change** in circumstances during the **Period of Insurance** affecting this **Policy**, which may result in **Us** amending the terms and conditions of this **Policy**. No **Claim** arising before **We** have been notified and **Our** agreement received by **You** shall be recoverable under this **Policy**.
5. No **Claim** shall be payable under this **Policy** if other insurance which is payable in consequence of loss or damage covered under this **Policy** has been effected by or on behalf of **You** without **Our** knowledge or consent.
6. **We** shall be entitled at any time and for so long as **We** desire to take absolute control of all negotiations and proceedings and in **Your** name to settle, defend or pursue any **Claim**.
7. Upon an indemnity being given or a payment being made by **Us** under this **Policy**, **We** shall be subrogated to **Your** rights and remedies and **You** shall co-operate with and do all things necessary to assist **Us** to exercise such rights and remedies.
8. This **Policy** shall not be assigned in whole or in part except with **Our** consent, verified by endorsement hereon.
9. This **Policy** is not and the parties hereto expressly agree that it shall not be construed as a **Policy** of marine insurance.
10. Notwithstanding the inclusion herein of more than one Insured, **Our** total liability in respect of any or all Insureds shall not exceed the Limit(s) of Indemnity stated in this **Policy**.
11. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a **Claim**.

APPENDIX

1. ASBESTOS EXCLUSION CLAUSE

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

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
2. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, 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 **Drone** operation.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

2. NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This **Policy** does not cover **Claims** directly or indirectly occasioned by, happening through or in consequence of:-
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;
 unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal **Drone** operation.
2. With respect to any provision in the **Policy** concerning any duty of ours to investigate or defend **Claims**, such provision shall not apply and **We** shall not be required to defend
 - (a) **Claims** excluded by Paragraph 1 or
 - (b) a **Claim** or **Claims** covered by the **Policy** when combined with any claims excluded by Paragraph 1 (referred to below as "Combined **Claims**").
3. In respect of any Combined **Claims**, **We** shall (subject to proof of loss and the limits of the **Policy**) reimburse **You** for that portion of the following items which may be allocated to the **Claims** covered by the **Policy**:
 - (i) damages awarded against **You** and
 - (ii) defence fees and expenses incurred by **You**.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this **Policy**.

3. NUCLEAR RISKS EXCLUSION CLAUSE

1. This **Policy** does not cover:
 - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
2. It is understood and agreed that such radioactive material or other radioactive source in 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) **You** under this **Policy** are also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) **You** under this **Policy** are, or had this **Policy** not been issued would be, entitled to indemnification from any government or agency thereof.
4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2 shall (subject

to all other terms, conditions, limitations, warranties and exclusions of this **Policy**) be covered, provided that:

- (i) in the case of any **Claim** in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this **Policy** shall only apply to an incident happening during the period of this **Policy** and where any **Claim** by **You** against **Us** or by any claimant against **You** arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any **Claim** for the loss of or destruction of or damage to or loss of use of an **Drone** caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations) Beta, gamma and low toxicity alpha emitters All other emitters	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm²) Not exceeding 4 Becquerels/cm ² (10-4 microcuries/cm ²) Not exceeding 0.4 Becquerels/cm ² (10-5 microcuries/cm ²)
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- (iv) the cover afforded hereby may be cancelled at any time by **Us** giving seven days' notice of cancellation.

4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

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.

5. CHEMICAL LIABILITY EXCLUSION CLAUSE

It is hereby declared and agreed that this **Policy** does not cover;

- 1. any injury (fatal or otherwise), sickness or disease
- 2. loss of or destruction of or damage to any property whatsoever or any loss or expenses or consequential loss directly or indirectly related to or caused by or arising from any form of aerial application (including but not limited to the dusting, spraying or dropping of any chemicals, pesticides, herbicides, seed or the like) whether the aerial application is deliberate or in error.

6. DATE RECOGNITION EXCLUSION CLAUSE

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

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

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

COMPLAINTS PROCEDURE

We are proud of the service that We provide and of Our careful selection of intermediaries We trust to service the Policy. Occasionally, things may go wrong and if this happens We have a procedure in place to fully investigate Your complaint and where appropriate, to make changes to prevent a recurrence.

- If You are unhappy with any element of the cover We provide or any aspect of Our service or have a cause for complaint, please, in the first instance, contact Insure4Drones
- If You still have cause for complaint then contact Complaints, Lloyd's, One Lime Street, London EC3M 7HA or email complaints@lloyds.com. Details of Lloyd's complaint procedures are set out in a leaflet 'Your complaint – How We Can Help@' available at www.lloyds.com/complaints or from the above address.
- If Your complaint is regarding the handling of a Claim then contact Charles Taylor Adjusters Ltd, 88 Leadenhall Street, London, EC3A 3BA
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service: Financial Ombudsmen Service, Exchange Tower, Harbour, Exchange Square, London, E14 9SR.





The Royals, Altrincham Road, Manchester M22 4BJ

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email: admin@insure4drones.co.uk

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