

## PRE-CONTRACTUAL INFORMATION

- A. The Underwriters and contractual partners of the Policyholder (hereafter: "the Policyholder") are underwriting members of the association of underwriters known as Lloyd's (hereafter: "the Underwriters"), having the following domicile, address and legal form:

Lloyd's	Lloyd's Versicherer, London	Head office: London / United Kingdom
One Lime Street	Zweigniederlassung für die	Legal form: Association of Underwriters
	Schweiz	
London EC3M 7HA	Seefeldstrasse 7	
United Kingdom	8008 Zurich	
	Switzerland	

- B. The insurance contract is concluded with the assistance of the Lloyd's Broker. These are independent insurance intermediaries in the sense of Swiss legislation.
- C. The Policyholder can revoke the application to conclude the insurance contract or the declaration of acceptance thereof within 14 days from the date of such application or acceptance of the insurance contract by the Policyholder in writing or in another form enabling proof by text.

**Number 1** deals with the general exclusions namely war and hostilities as well as certain losses resulting from ionising or radioactive radiation and in connection with nuclear installations or processes. In these cases, the contract offers no insurance coverage.

**Number 2** requires, in accordance with the Swiss Federal Law concerning the Insurance Contract that the questions of the Underwriters in connection with the insurance proposal, whether in writing or in another form enabling proof by text must be answered truthfully. A breach of this duty may lead to the cancellation of and to the loss of rights under the insurance contract; here it should be noted that breaches of duty committed up to 31 December 2005 shall be judged in accordance with the (for the Policyholder or Insured) stricter law in force prior to 1 January 2006 (withdrawal from the contract, forfeiture of premium) applying hitherto.

**Numbers 3 and 4** outline individual obligations or duties, which must be observed by the Policyholder or Insured following the occurrence of a loss. A breach of these may entail a loss of entitlement to indemnity.

**Number 5** sets out the addresses of the Underwriters to which notices are to be sent by the Policyholder or Insured or the addresses of the Policyholder or Insured to which notices are to be sent by the Underwriters, so that these may have the foreseen effect in a timely manner. Changes of address must be reported without delay.

**Number 6** is linked with Number 3 and stipulates the time and place for the payment of claims as well as the preconditions for these becoming due and to be able to be made against the Underwriters.

**Numbers 7 and 8** explain how and where a possible legal action can be directed against the Underwriters.

**Number 9**, finally, refers to the provisions of the Swiss Federal Law concerning the Insurance Contract, which always then apply, should the relevant insurance contract establish no provisions to the contrary (for example in the General Conditions or in the Special Conditions).

- D. Lloyd's makes two data collections (client data and claims data) in connection with the processing of the insurance contract. The client data serve as evidence of whether an insurance is in existence at Lloyd's. The claims data serve the adjustment of claims. The parties which receive the data are the respective Lloyd's Brokers and the Underwriters; in the event of a claim, potentially also the loss adjusting firm appointed by the Underwriters and, as the case may be, the Swiss Lloyd's UVG Claims Office. The data may only be passed on to other third parties with the agreement of the party or parties so affected or based on a law. The data are stored in part electronically, in part in paper form and are destroyed after ten years.

**E. IMPORTANT NOTICE:** The definitive wording is exclusively and only that of the nine named provisions themselves; the pre-contractual information does not form part of the contract.

## GENERAL CONDITIONS

The following General Conditions form part of the insurance contract concluded with the Underwriters. They all override all other provisions of this contract which state differently unless individual of these General Conditions have been explicitly amended in the other contractual documentation or have been marked as being not applicable.

### 1. EXCLUSIONS

This insurance does not cover:

- 1.1 any loss directly or indirectly occasioned by the following events: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any Government or Public or Local Authority.
- 1.2 (a) damage to any property whatsoever as well as any loss or expense resulting or arising therefrom and any consequential loss,  
  
(b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2. NON-DISCLOSURE

#### 2.1 Acts of non-disclosure committed from 1 January 2006

If the Policyholder or any person (or firm) insured hereunder shall have made upon conclusion of this insurance a false declaration of a material fact which he knew or ought to have known and about which he has been asked in writing or in another form enabling proof by text, or if he omitted to declare such fact, the Underwriters shall in accordance with Article 6 of the Federal Law concerning the Insurance Contract be entitled to cancel the contract by a written declaration or in another form enabling proof by text within four weeks of such false declaration or omission coming to their knowledge.

The Underwriters shall in such event be freed also from all duty to indemnify losses already incurred whose occurrence or scope has been influenced by the omission to declare or the false declaration of the material fact. Insofar as the Underwriters may have already indemnified a loss or losses they shall be entitled to reimbursement.

Also following the conclusion or renewal of this insurance, the Underwriters shall be entitled to cancel this contract during all subsequent renewal periods, if the Policyholder or Beneficiary falsely declared or omitted to declare such information to the Underwriters

#### 2.2 Acts of non-disclosure committed up to 31 December 2005

Acts of non-disclosure, which were committed up to 31 December 2005 but which were only discovered from 1 January 2006 are to be judged in accordance with Article 6 of the Federal Law concerning the Insurance Contract in its previous version, which was valid until 31 December 2005.

### **3. OBLIGATION IN CASE OF LOSS OR DAMAGE**

The Policyholder and the Beneficiary shall in the event of loss and as a condition precedent to any rights or claims under this contract report to the Underwriters without delay the occurrence of the loss and shall give the Underwriters all information, proof and evidence in respect of the loss as the Underwriters may reasonably require from them and as may be in their power. The insurance contract can stipulate a specific time limit for the submission of the notice of loss.

### **4. FRAUDULENT CLAIMS**

If the Policyholder or the Beneficiary makes any claim knowing the same to be false or fraudulent as regards the amount or otherwise, the Underwriters shall be released from all liability in respect of all claims made under this insurance by that claimant.

### **5. NOTICE**

All notices which may be required to be sent by the Policyholder or the Beneficiary to the Underwriters shall be served in writing, or in another form enabling proof by text, on the address contained herein, or subsequently brought in writing to the attention of the Policyholder, or at the seat of administration for the entire Swiss business. All notices addressed by the Underwriters to the Policyholder or the Beneficiary shall be served on the address last communicated to the Underwriters.

### **6. DUE DATE AND PAYMENT OF CLAIMS**

Claims shall become due for payment four weeks after the Underwriters have received the information concerning the loss and have been able to satisfy themselves as to the correctness of the claim (Article 41 of the Federal Law concerning the Insurance Contract). Claims shall be paid at the Swiss domicile of the Insured or of the Policyholder.

### **7. LITIGATION**

Legal actions for the full claim may be directed against the Underwriters subscribing to this insurance. The defendant Underwriters have therein to be named "Lloyd's Underwriters, London, subscribing to Policy No.{Response} represented by their General Representative for Switzerland."

### **8. JURISDICTION**

In the event of any litigation, the Underwriters shall accept the jurisdiction of the court at their seat of administration for the entire Swiss business, Seefeldstrasse 7, 8008 Zurich, or at the Swiss domicile of the Policyholder or Beneficiary. Lloyd's Underwriters' General Representative for Switzerland shall be authorised to represent all the undersigned Underwriters in any litigation with the right for substitution in legal proceedings.

### **9. APPLICABLE LAW**

As far as this contract provides nothing to the contrary, the provisions of the Swiss Federal Law concerning the Insurance Contract of 2 April 1908 shall be applicable.



**Classic cars – CC17**  
Policy wording

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**Introduction**

This insurance has been specially designed for **your vehicles**. **We** intend the language and layout to be clear because **we** want **you** to understand the cover **we** provide and **your** obligations. Many of the words and phrases **we** use have a special meaning in this **policy**. If a word or phrase is in **bold** type, please refer to the definitions section.

It is important that **you** read this **policy** document, together with any **endorsements** and the **risk details**, very carefully. If anything is not correct, please call **your** insurance agent as soon as possible.

**We** will provide this insurance in return for the premium **you** have paid.

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**Complaints procedure**

**We** pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to **us** or the complaints team at Lloyd's.

**Our** contact details are:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR  
United Kingdom

Telephone: +44 (0)800 116 4627 (calls to this number within the United Kingdom are free on mobile phones and landlines); or +44 (0)1904 681 198  
Email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

The address of the complaints team at Lloyd's is:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA  
United Kingdom

Telephone: 020 7327 5693  
Fax: 020 7327 5225  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet 'Your Complaint – How We Can Help' available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** are not satisfied with the way **your** complaint has been dealt with, **you** may ask the Financial Ombudsman Service to review **your** case without affecting **your** legal rights. The address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
United Kingdom

Telephone: 0800 023 4567 (calls to this number within the United Kingdom are free on mobile phones and landlines)

0300 123 9123 (calls to this number within the United Kingdom cost no more than 01 and 02 numbers)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The Financial Ombudsman Service is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

In any communication, please quote the **policy** number shown in the **risk details**.

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<b>Definitions</b>	Words shown in <b>bold</b> type are defined below and have the same meaning throughout this insurance.
<b>Total amount insured</b>	The most <b>we</b> will pay for each incident of loss as shown in the <b>risk details</b> .
<b>Vehicle/vehicles</b>	The vehicle(s) and/or other items of property shown in the <b>risk details</b> .
<b>Endorsement</b>	A change to the terms of the <b>policy</b> agreed by <b>us</b> in writing.
<b>Excess</b>	The amount for which <b>you</b> are responsible as the first part of each agreed claim.
<b>Period of insurance</b>	The time for which this insurance is in force as shown in the <b>risk details</b> .
<b>Policy</b>	This insurance document and the <b>risk details</b> , including any <b>endorsements</b> .
<b>Risk details</b>	The document showing <b>your</b> name, <b>your</b> address and <b>your</b> insurance details that <b>we</b> sent <b>you</b> when <b>we</b> accepted this insurance or following any subsequent amendment to <b>your</b> cover, whichever is the more recent.
<b>We/us/our</b>	Syndicate 33 at Lloyd's and other underwriters who have a share in this insurance and are shown in the Security details.
<b>You/your</b>	The insured shown in the <b>risk details</b> .

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## The cover

<b>What is covered</b>	<b>We</b> will insure <b>your vehicles</b> while at the named location(s) and within the territorial limits shown in the <b>risk details</b> , against physical loss or physical damage which happens during the <b>period of insurance</b> , subject to the exclusions, terms and conditions shown below.
<b>Basis of valuation</b>	The amount insured agreed by <b>us</b> and shown in the specification held by <b>us</b> or <b>your</b> insurance agent.
<b>How much we will pay</b>	
<b>Total loss</b>	If a <b>vehicle</b> is lost or destroyed <b>we</b> will pay the amount insured of that <b>vehicle</b> as shown in the basis of valuation above. <b>We</b> will consider a <b>vehicle</b> to be destroyed when the cost of its repair exceeds the amount insured of that <b>vehicle</b> as shown in the basis of valuation above.
<b>Partial damage</b>	If a <b>vehicle</b> is partly damaged, <b>we</b> will pay the reasonable cost and expense of restoration. The most <b>we</b> will pay in total is the amount insured of that <b>vehicle</b> as shown in the basis of valuation above.
<b>Full payment</b>	If <b>we</b> pay the full amount insured for a <b>vehicle</b> , <b>we</b> will then own it and have the right to take possession of it.
<b>Additional expenses</b>	<b>We</b> will pay the reasonable and necessary additional expenses incurred by <b>you</b> to avoid or reduce a loss insured under this <b>policy</b> . <b>We</b> will only provide this cover if the amount of loss is reduced by more than the expenses incurred.
<b>Total amount payable</b>	The most <b>we</b> will pay in total for each incident of loss is the <b>total amount insured</b> plus any additional expenses as described above.

## Other cover

<b>New possessions</b>	<b>We</b> will allow an increase in the <b>total amount insured</b> of up to 10% to cover any vehicle(s) or additional items of property <b>you</b> acquire during the <b>period of insurance</b> unless otherwise stated in the <b>risk details</b> . <b>We</b> will only do this if <b>you</b> tell <b>us</b> about the new possession within 60 days of acquisition and pay an extra premium.
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What is not covered

**We** do not cover:

1. loss or damage caused by wear and tear, gradual deterioration, inherent defect, rust or oxidation, moths, insects, vermin, warping, shrinkage, rot, fungus, mould or infestation.
2. loss or damage caused by or resulting from maintenance, repair, renovation, restoration, modification or any similar process.
3. loss or damage caused by or resulting from aridity, humidity, exposure to light or extremes of temperature whether naturally occurring or not. This exclusion does not apply to loss or damage directly resulting from or caused by storm, frost or fire.
4. decrease in value.
5. mechanical or electrical faults or breakdown.
6. the amount of the **excess** shown in the **risk details** for each incident of loss.
7. loss or damage occurring while a **vehicle** is being:
  - a. driven by any person who does not hold or is disqualified from holding a full driving licence to drive such **vehicle**;
  - b. driven by any person other than the named drivers in the **risk details** as entitled to drive, except while a **vehicle** is in the care, custody or control of a member of the motor trade for maintenance or repair;
  - c. used for racing, rallying, speed testing, hill climbs or trials; or
  - d. rented or used for monetary or other consideration.
8. loss or damage if the relevant maximum mileage limit shown in the **risk details** has been exceeded.
9. loss or damage directly or indirectly caused by or resulting from:
  - a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - c. any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter;
  - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - e. any chemical, biological, bio-chemical, or electromagnetic weapon.
10. loss or damage directly or indirectly caused by or resulting from war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, unless the **vehicle** is being transported by air or by sea.
11. loss or damage caused by or resulting from any **vehicle** being confiscated or taken, or deliberately damaged or destroyed, by or under order of any government or public or local authority.
12. any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist.

**What to do when a loss occurs**

**You** must comply with the obligations set out in the following claims conditions. If **we** determine that any claim **you** make under this **policy** has been adversely impacted directly by **your** failure to comply with any of the following claims conditions, **we** may refuse **your** claim or reduce the amount of any payment **we** make for the claim.

How to make a claim

**You** must tell **us** or **your** insurance agent as soon as possible about any incident which **you** may need to claim for under this insurance. If **you** think a crime has been committed, **you** must also tell the police and obtain a crime reference number from them.

**You** must prove the loss or damage has happened and give **us** all the co-operation **we** need to investigate **your** claim.

Recovering a loss payment	<b>We</b> may start proceedings in <b>your</b> name, but at <b>our</b> expense, to recover for <b>our</b> benefit, the amount of any payment <b>we</b> have made under this <b>policy</b> . <b>You</b> must give <b>us</b> all the assistance <b>we</b> may reasonably require to do this.
Recovered property	If <b>we</b> recover any <b>vehicle(s)</b> after <b>we</b> have paid a claim, <b>we</b> will write to <b>you</b> at <b>your</b> correspondence address shown in the <b>risk details</b> and <b>you</b> can buy it back from <b>us</b> within 90 days. <b>We</b> will charge: <ol style="list-style-type: none"><li>1. the amount <b>we</b> paid for <b>your</b> claim plus interest; or</li><li>2. the market value of the item at the time <b>we</b> recover it;</li></ol> whichever is less.
False claims	If <b>you</b> have tried to deceive <b>us</b> by deliberately giving <b>us</b> false information or making a fraudulent claim under this <b>policy</b> then: <ol style="list-style-type: none"><li>1. <b>we</b> shall be entitled to give <b>you</b> notice of termination of the <b>policy</b> with effect from the date of any fraudulent act or claim or the provision of such false information;</li><li>2. <b>we</b> shall be entitled to refuse to make any payment under the <b>policy</b> in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;</li><li>3. <b>you</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and</li><li>4. <b>we</b> shall be entitled to retain all premiums paid.</li></ol> This does not affect <b>your</b> rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

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## General conditions

Reasonable care	<b>You</b> must take reasonable steps to protect <b>your vehicle(s)</b> against loss or damage and to keep it in good condition and repair. If <b>you</b> make a claim under this insurance and <b>we</b> determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by <b>your</b> failure to comply with <b>your</b> obligations under this condition, <b>we</b> may refuse to pay <b>your</b> claim or reduce the amount of any payment <b>we</b> make for the claim.
Protections	<b>You</b> must ensure that all physical protections notified to <b>us</b> at the location(s) listed in the <b>risk details</b> are engaged whenever such location(s) are left unattended. <b>You</b> must ensure that all fire alarm and security systems notified to <b>us</b> at the location(s) listed in the <b>risk details</b> are activated whenever such location(s) are left unattended. <b>You</b> must also advise <b>us</b> as soon as reasonably possible if for any reason a system is not working properly. <b>We</b> may then vary the terms and conditions of this insurance. All systems must be regularly serviced under contract by a reputable company at least annually. <b>You</b> must ensure that unattended <b>vehicles</b> are locked and secured. The keys must be removed if no one is in the <b>vehicle</b> . If <b>you</b> make a claim under this insurance and <b>we</b> determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by <b>your</b> failure to comply with <b>your</b> obligations under this condition, <b>we</b> may refuse to pay <b>your</b> claim or reduce the amount of any payment <b>we</b> make for the claim.
Cancellation	<b>You</b> may cancel this <b>policy</b> by writing to <b>us</b> : <ol style="list-style-type: none"><li>1. within 14 days from the start of this insurance or the date of receipt of <b>your policy</b>, whichever the later, and receive a full premium refund if <b>you</b> have not made a claim; or</li><li>2. at any time after the first 14 days from the start of this insurance or receipt of <b>your policy</b>, whichever the later and <b>we</b> will return any premium <b>you</b> have paid for any <b>period of insurance</b> left provided <b>you</b> have not made a claim.</li></ol> <b>We</b> may cancel this <b>policy</b> by sending <b>you</b> 30 days' notice by recorded post to <b>your</b> correspondence address shown in the <b>risk details</b> . <b>We</b> will only do this for a valid reason. <b>We</b> will return any premium <b>you</b> have paid for any <b>period of insurance</b> left.

Third parties	This <b>policy</b> is solely between <b>you</b> and <b>us</b> . Nothing in this <b>policy</b> is intended to give any other person any benefit under this <b>policy</b> or the right to enforce any term of this insurance.
Joint insured	If there is more than one insured named in the <b>risk details</b> , the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b> .
Information	In deciding to accept this insurance and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must take care when answering any questions <b>we</b> ask by ensuring that all information provided is accurate and complete.
Misrepresentation	<p>If <b>we</b> establish that <b>you</b> deliberately or recklessly provided <b>us</b> with false information <b>we</b> will treat this insurance as if it never existed and decline all claims.</p> <p>If <b>we</b> establish that <b>you</b> were careless in providing <b>us</b> with the information <b>we</b> have relied upon in accepting this insurance and setting its terms and premium <b>we</b> may:</p> <ol style="list-style-type: none"><li>1. treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. <b>We</b> will only do this if <b>we</b> provided <b>you</b> with insurance cover which <b>we</b> would not otherwise have offered;</li><li>2. amend the terms of <b>your</b> insurance. <b>We</b> may apply these amended terms as if they were already in place if a claim has been adversely impacted by <b>your</b> carelessness; or</li><li>3. cancel <b>your policy</b> in accordance with the cancellation condition.</li></ol> <p><b>We</b> or <b>your</b> insurance agent will write to <b>you</b> if <b>we</b>:</p> <ol style="list-style-type: none"><li>4. intend to treat this insurance as if it never existed; or</li></ol> <p>need to amend the terms of <b>your policy</b>.</p>
Change in circumstance	<p><b>You</b> must tell <b>us</b>, as soon as possible, if there are any changes to the information <b>you</b> have given <b>us</b>. <b>You</b> must also tell <b>us</b> if <b>you</b> have been made bankrupt or convicted of a crime during the <b>period of insurance</b>.</p> <p>When <b>we</b> are notified of a change <b>we</b> will tell <b>you</b> if this affects <b>your policy</b>. For example <b>we</b> may cancel <b>your policy</b> in accordance with the cancellation condition or amend the terms of <b>your policy</b>.</p> <p>If <b>you</b> do not inform <b>us</b> about a change it may affect any claim <b>you</b> make or could result in <b>your</b> insurance being invalid.</p>
Governing law and jurisdiction	Unless some other law is agreed in the <b>risk details</b> , this insurance is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales unless some other jurisdiction is agreed in the <b>risk details</b> .

**Risk details**

**Policy number:**

**Address for correspondence:**

**Period of insurance:** From:  To:

**Named location(s) at which the vehicles are kept:**

**Vehicles and/or other items of property:** As shown in the attached list.

Cover	Vehicles as numbered in the attached list	Deductible each and every loss
1. At the named location(s) only		
2. At or away from the named location(s) (excluding under own power)		
	Territorial limits	
3. Under own power		
	Territorial limits	
	Maximum mileage per vehicle per annum	

**Total amount insured:**

**Excess:**

**Named drivers:**

**Premium:**

**Law and jurisdiction:**



**Classic cars – CC17**  
Policy wording

**Vehicles to  
be insured**

Vehicle	Make	Model	Year	Registration no.	Chassis no.	Current mileage

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL 370  
10/11/2003

**CYBER ENDORSEMENT**

1 Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403

11 November 2019

## SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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.

15/09/10

LMA3100