

Allianz Global Corporate & Specialty

Insurance policy

Policyholder

UKAEA

Environmental Protect Premises Policy

Allianz Global Corporate & Specialty SE (herein called the Company) and the Named Insured (as named in the Schedule) agree:

The Company will indemnify or otherwise compensate the Named Insured in accordance with and subject to the terms and conditions of this Policy, in consideration of the payment to the Company of the premium for the Period of Insurance.

Provided that this Policy shall not be in force unless it has been signed by an authorised official of the Company.

Ian McKee

Signed for and on behalf of the
Company

Date of Signature: 26/03/2025



Allianz Global Corporate & Specialty is the UK branch of Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany.
UK Branch registered office: 60 Gracechurch Street, London EC3V 0HR.
Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht.

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Policy Schedule

Policy No: GBL006781250

The Named Insured: United Kingdom Atomic Energy Authority and its Subsidiary

Address: Culham Science Centre, Abingdon, Oxfordshire, OX14 3DB

Period of Insurance

From: 1st April 2025 (Inception Date)

To: 31st March 2026 (Expiry Date) both dates inclusive GMT

Premiums

Policy Premium: GBP 31,535.00

UK IPT: GBP 3,784.20

Total Payable: GBP 35,319.20

Limits of Indemnity

Any One Incident: GBP 5,000,000

Policy Aggregate Limit of Indemnity: GBP 5,000,000



Coverage Section Limits and Excess

Coverage Section		Coverage Section Limit	Excess/Deductible Period
A	Own Site Clean-Up Costs	GBP 5,000,000	GBP 150,000
B	Off Site Clean-Up Costs	GBP 5,000,000	GBP 150,000
C	Third Party Claims for Injury and Property	GBP 5,000,000	GBP 150,000
D	Transportation	Not Insured	
E	Non-Owned Locations	Not Insured	
F	Covered Operations	Not Insured	
G	Business Interruption	GBP 5,000,000	3 days

Retroactive Date: 1st April 2019

Named Insured's Own Site(s):

Culham Science Centre, Abingdon, Oxfordshire, OX14 3DB

Broker: Gallagher



Section I - Insuring Agreements

A. Own Site Clean-Up Costs

The Company will indemnify the Named Insured against Clean-Up Costs, including associated Defence Costs,

- a. incurred in respect of unexpected and unforeseen Environmental Damage, or
- b. resulting from a Pollution Condition,

on or under the Named Insured's Own Site.

Provided that

- a. the First Discovery of either the Environmental Damage or Pollution Condition (and if both are present, whichever is the earlier) is during the Period of Insurance and is reported to the Company during the Period of Insurance or, if applicable, the Extended Reporting Period;

and

- b. the Pollution Condition or Environmental Damage to which the Clean-Up costs relate are within the Named Insured's Own Site.

B. Off Site Clean-Up Costs

The Company will indemnify the Named Insured against Clean-Up Costs, including associated Defence Costs,

- a. incurred in respect of unexpected and unforeseen Environmental Damage, or
- b. resulting from a Pollution Condition,

Provided that

- a. the Pollution Condition or Environmental Damage to which the Clean-Up costs relate are beyond the boundaries of the Named Insured's Own Site, having migrated there from the Named Insured's Own Site;

and

- b. the Claim is first made against the Named Insured and reported to the Company during the Period of Insurance or, if applicable, the Extended Reporting Period.



C. Third Party Claims for Injury and Property

The Company will indemnify the Named Insured against legal liability to pay compensation and claimants costs and expenses, and associated Defence Costs, in respect of

- a. Injury;
- b. Property Damage;
- c. nuisance trespass to land or interference with any easement right of air light water or way;

resulting from a Pollution Condition or Environmental Damage on at or under or migrating from and beyond the boundaries of the Named Insured's Own Site.

Provided that the Claim is first made against the Named Insured and reported to the Company during the Period of Insurance or, if applicable, the Extended Reporting Period.

D. Transportation

The Company will indemnify the Named Insured against:

- a. legal liability to pay compensation and claimant costs and expenses, and associated Defence Costs, in respect of
 - i. Injury;
 - ii. Property Damage;
 - iii. nuisance trespass to land or interference with any easement right of air light water or way;

resulting from a Pollution Condition or Environmental Damage;

- b. Clean-Up Costs, including associated Defence Costs
 - i. incurred in respect of unexpected and unforeseen Environmental Damage; or
 - ii. resulting from a Pollution Condition,

caused by Transportation.

Provided that the Claim is first made against the Named Insured and reported to the Company during the Period of Insurance or, if applicable, the Extended Reporting Period.



E. Non-Owned Locations

The Company will indemnify the Named Insured against:

- a. legal liability to pay compensation and claimant costs and expenses, and associated Defence Costs, in respect of
 - i. Injury;
 - ii. Property Damage;
 - iii. nuisance trespass to land or interference with any easement right of air light water or way;

resulting from a Pollution Condition or Environmental Damage;

- b. Clean-Up Costs, including associated Defence Costs
 - i. incurred in respect of unexpected and unforeseen Environmental Damage; or
 - ii. resulting from a Pollution Condition,

on at or under or migrating from and beyond the boundaries of Non-Owned Locations.

Provided that the Claim is first made against the Named Insured and reported to the Company during the Period of Insurance or, if applicable, the Extended Reporting Period.

F. Covered Operations

The Company will indemnify the Named Insured against:

- a. legal liability to pay compensation and claimant costs and expenses, and associated Defence Costs, in respect of
 - i. Injury;
 - ii. Property Damage;
 - iii. nuisance trespass to land or interference with any easement right of air light water or way;

resulting from a Pollution Condition or Environmental Damage;

- b. Clean-Up Costs, including associated Defence Costs
 - i. incurred in respect of unexpected and unforeseen Environmental Damage; or
 - ii. resulting from a Pollution Condition,



caused by Covered Operations.

Provided that the Claim is first made against the Named Insured and reported to the Company during the Period of Insurance or, if applicable, the Extended Reporting Period.

G. Business Interruption

The Company will indemnify the Named Insured against Business Interruption Expense and Extra Expense during the Interruption Period:

- a. arising from unexpected and unforeseen Environmental Damage; or
- b. resulting from a Pollution Condition,

on or under the Named Insured's Own Site.

Provided that:

- a. the First Discovery of either the Environmental Damage or Pollution Condition (whichever is the earlier) is during the Period of Insurance or, if applicable, the Extended Reporting Period; and
- b. the Environmental Damage or Pollution Condition gives rise to Clean-Up Costs to which Insuring Agreement A and/or B applies.



Section II - Limits of Indemnity

1. Limit of Indemnity

The Company's liability for all

- a. compensation and claimants costs and expenses; and
- b. Clean-Up Costs; and
- c. Defence Costs; and
- d. Business Interruption Expense and Extra Expense

arising out of the same, related or continuous Pollution Condition or Environmental Damage shall not exceed the Limit of Indemnity shown in the Policy Schedule for Any One Incident;

in the aggregate any one Period of Insurance shall not exceed the Limit of Indemnity shown in the Policy Schedule for the Aggregate in the Period.

2. Multiple Covers

In the event that the same, related or continuous Pollution Condition or Environmental Damage results in indemnification under more than one Insuring Agreement, the Company's liability in the aggregate across all Insuring Agreements shall not exceed the highest applicable limit stated in the Policy Schedule.

3. Series Clause

In the event that the same, related or continuous Pollution Condition or Environmental Damage results in Claims or Clean-Up Costs reported to the Company during the Period of Insurance and also subsequent consecutive periods of insurance, in respect of policies issued by the Company and providing substantially the same cover as under this Policy, all such Claims and Clean-Up Costs will be deemed to have arisen from one incident in the Period of Insurance, and will be subject to the Any One Incident limits stated in the Policy Schedule.

4. Extensions and Memoranda

The Company's liability (as stated above) shall include any amount payable under any Extension or Memorandum.



Section III - Definitions

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

1. **Additional Insureds** means

- a. if the Named Insured so requests any partner director or Employee of the Named Insured against liability incurred in such capacity and in respect of which the Named Insured would have been entitled to indemnity under this Policy if the Claim had been made against the Named Insured as though each partner director or Employee was individually named as the Named Insured in this Policy and provided that no indemnity will be provided to any medical or dental practitioner while working in a professional capacity as such a practitioner
- b. if the Named Insured so requests any officer or committee member or other member of the Named Insured's canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity
- c. the personal representatives of any party constituting the Named Insured or any Additional Insured against legal liability in respect of which such party would have been indemnified under this Policy.

2. **Baseline Condition** means

the condition of the environment at the time when the Environmental Damage occurred.

3. **Business Interruption Expense** means

- a. net profit/loss, including Rental Value, before taxes that the Named Insured would have earned or incurred during the Interruption Period; and
- b. continuing normal operating expenses incurred by the Named Insured during the Interruption Period, including payroll expense for the Named Insured's Employees, except Employees under contract, officers, executives and department managers,

due to the reasonable and necessary interruption of the Named Insured's operations at the Named Insured's Own Site during the Interruption Period.

If the Named Insured would have incurred a net loss under paragraph a. above, such net loss will reduce the operating expenses recoverable under paragraph b above. If the Named Insured can reduce the Business Interruption Expense by resuming any portion of standard business operation or by making use of any portion of Named Insured's Own Sites, the Company will reduce the Business Interruption Expense accordingly.



4. Claim(s) means

a written demand to the Named Insured for:

- a. compensation damages money or services; or
- b. other remedy

alleging liability or responsibility on the part of the Named Insured in respect of any matter which may be the subject of indemnity under this Policy.

5. Clean-Up Costs means

reasonable and necessary expenses incurred in investigation, removal, remediation, treatment, containment, neutralisation, abatement, monitoring or disposal of soil, surface water, groundwater, Environmental Damage or other contamination:

- a. to the extent required by Environmental Laws; or
- b. that have been actually incurred by the governmental entity duly acting under the authority of Environmental Laws; or
- c. that have actually been incurred by third parties and the Named Insured has a legal liability to pay compensation to such third parties in respect of such costs or expenses.

Clean-Up Costs may include, but are not limited to:

- a. where necessitated or required by Environmental Law;
 - i. Primary Remediation Costs;
 - ii. Complementary Remediation Costs;
 - iii. Compensatory Remediation Costs;
- b. Mitigation Costs;
- c. Restoration Costs.

6. Primary Remediation Costs means

expenses incurred in taking remedial measures as required by Environmental Law to return the environment and biodiversity to the Baseline Condition.



7. Complementary Remediation Costs means

expenses incurred in taking remedial measures in relation to the environment and/or biodiversity additional to Primary Remediation Costs as required by Environmental Law to compensate for the fact that primary remediation does not restore the environment to the Baseline Condition.

8. Compensatory Remediation Costs means

expenses incurred in taking action to compensate for interim losses of the environment and/or biodiversity required by Environmental Law from the date of the Environmental Damage until restoration to the Baseline Condition has achieved its full effect.

9. Covered Operations means

those activities performed for a third party for a fee by or on behalf of the Named Insured at a job site.

10. Defence Costs means

reasonable and necessary legal fees, costs and expenses incurred by or on behalf of the Named Insured, in the investigation, defence, adjustment, settlement or appeal of any Claim or legal proceeding to which this Policy applies. Defence Costs do not include internal expenses.

11. Electronic Data means

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and such facts concepts and information shall include programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

12. Employee means

- a. any person under a contract of service or apprenticeship with the Named Insured;
- b. any of the following persons whilst working for the Named Insured in connection with the Business:
 - i. any labour master or labour only subcontractor or person supplied by him;
 - ii. any self-employed person;
 - iii. any person who is borrowed by or hired to the Named Insured including persons on secondment from overseas countries.

13. Environmental Damage means



actual measurable adverse changes in the environment and/or biodiversity to the extent that Environmental Law prescribes remedial or preventative action.

14. Environmental Law means

any national, state, provincial or local laws, including but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives that:

- a. relates to the taking of remedial or preventative action in respect of any Environmental Damage or Pollution Condition; and
- b. is enforceable only by a regulatory authority or body and not by a third party.

15. Excess means

In respect of Insuring Agreements: 1-6

the first part of either any or all of the following:

- a. compensation and claimants costs and expenses; and
- b. Clean-Up Costs ; and
- c. Defence Costs,

payable in respect of each and every Incident to be borne by the Named Insured before the Company shall be liable to make any payment.

In respect of Insuring Agreement: 7

Business Interruption Expense and Extra Expense incurred in the first period stated in the Policy Schedule during the Interruption Period.

16. Extended Reporting Period means

the additional period of time following cancellation of, or failure to renew, this Policy in which to report Claims received by the Named Insured, or First Discovery, as applicable, before the expiry of the Period of Insurance.

The Extended Reporting Period does not apply if cancellation is due to non-payment of the premium.

17. First Discovery means

the first verifiable discovery by a Responsible Person.

18. Imminent Threat means



a significant likelihood that a Pollution Condition or Environmental Damage will

- a. occur, or
 - b. become greater in extent or consequence
- in the near future.

19. Injury means

bodily injury death disease illness and/or medically recognised psychiatric injury.

20. Insured Contract means

any contract or agreement scheduled on the Policy by endorsement.

21. Interruption Period means

the period of time that begins with the interruption of the Named Insured's operations due to a Pollution Condition or Environmental Damage at the Named Insured's Own Site and ends on the earliest of when:

- a. the Named Insured's Own Site is reasonably restored to operations; or
- b. when the Named Insured's Own Site should have been restored to operations with reasonable speed and quality; or
- c. when business activities resume at a new permanent location.

Interruption Period does not include any time caused by the interference by Employees or other persons with restoring the property, or with the resumption or continuation of operations, or any time caused by the delay in any action taken by a governmental authority necessary to allow the resumption of business operations.

22. Extra Expense means

necessary expenses incurred by the Named Insured during the Interruption Period:

- a. that would not have been incurred if there had not been an interruption of business;

and

- b. that avoids or minimizes an interruption of business,

but only to the extent such Extra Expenses reduce the Business Interruption Expense otherwise covered under this Policy.



Extra Expenses will be reduced by any salvage value of property obtained for temporary use during the Interruption Period.

23. Mitigation Costs means

reasonable and necessary costs incurred with the prior consent of the Company to avoid or respond to an Imminent Threat which may give rise to Clean-Up Costs.

If under the circumstances of the individual case there is no time for the prior consent of the Company to be obtained, the Company will reimburse the expenses that the Named Insured could reasonably regard as appropriate under the circumstances provided that in this case the Named Insured notifies the Company, as soon as reasonably practical.

24. Named Insured means

the Named Insured as stated in the Policy Schedule and the Additional Insureds.

25. Named Insured's Own Site means

each of the locations owned or operated by the Named Insured, stated in the Schedule, or specifically scheduled on the Policy by endorsement.

26. Non-Owned Locations means

- a. a property that is not owned or operated by the Named Insured and is listed in the endorsement attached to this Policy; or
- b. transfer, storage, treatment or disposal facilities which are used by the Named Insured, but are not owned or operated by the Named Insured, provided that:
 - i. the waste materials are generated from the Named Insured's Own Site;
 - ii. the transfer, storage, treatment or disposal facility is properly licensed and permitted to accept and dispose of such waste as at the date of transfer, storage, treatment or disposal of such waste;
 - iii. the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on any priority site by any national or regulatory body, or any equivalent state or local list as of the earlier:
 - the Inception Date of this Policy; or
 - the inception date of the first environmental liability policy issued by the Company to the Named Insured of which this is a continuous and uninterrupted renewal.

Priority Site shall mean any site listed by any national, regulatory or statutory body on the grounds that such site at the date that it is listed poses an unacceptable environmental hazard.



27. North America means

the United States of America, its territories and possessions, Puerto Rico and Canada.

28. Offshore Installation means

- a. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b. any installation in the sea or tidal waters which is intended for the storage or recovery of gas;
- c. any pipe or system of pipes in or under the sea or tidal waters;
- d. any wind energy installation in the sea or tidal waters;
- e. any installation in the sea or tidal waters which is intended to provide accommodation for persons who work on at or from the locations specified in Definition a. b. c. or d. above.

29. Offshore Operations means

- a. the ownership or operation of;
 - b. travel (from the time of embarkation onto any vessel or aircraft for conveyance to an Offshore Installation until disembarkation onto land upon return from such Offshore Installation) to or from;
 - c. work or attendance on
- any Offshore Installation.

30. Period of Insurance means

the period identified in the Schedule.

31. Pollutant means

any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, low level radiological matter and waste matters including but not limited to municipal, industrial, medical, pathological and low level radioactive waste materials, at levels in excess of those naturally occurring.

32. Pollution Condition means

the discharge dispersal release or escape emission seepage or illegal abandonment by a third party without the Named Insured's consent of any Pollutant



into or upon land or any structure on land the atmosphere or any watercourse or body of water including groundwater.

33. Property Damage means

- a. physical loss or physical destruction of or physical damage to material property including the resulting loss of use and diminished value of that property; or
- b. loss of use of material property, other than the Named Insured's own property, that has not been physically injured or destroyed.

Material property does not include Electronic Data.

Property damage does not include

- a. Clean-Up Costs;
- b. Environmental Damage.

34. Products means

any goods or other property (including containers, packaging, instructions for use and labels) sold supplied manufactured constructed processed delivered installed erected repaired altered handled stored transported treated or tested by the Named Insured in connection with the Business and not in the Named Insured's charge or control.

35. Rental Value means

- a. the total anticipated rental income from tenant occupancy of the Named Insured's Own Site as furnished and equipped by the Named Insured;
- b. the amount of all charges that are the legal obligation of the tenant(s) pursuant to a lease and that otherwise would be the Named Insured's obligations;
- c. the fair rental value of any portion of the Named Insured's Own Site that is occupied by the Named Insured during the Restoration Period, less any rental income the Named Insured could earn by
 - i. complete or partial rental of the Named Insured's Own Site; or
 - ii. making use of other property on the Named Insured's Own Site or elsewhere.

36. Restoration Costs means

reasonable and necessary costs incurred by the Named Insured to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of Clean-Up Costs.



Restoration costs will not include any costs associated with a betterment or improvement to the damaged property, except to the extent such betterments include the use of materials which are environmentally preferable to those materials which comprised the damaged property, at a reasonable cost. Such environmentally preferable material must be certified by an applicable independent body, or, in the absence of such certification, based on the sole discretion of the Company.

37. Restoration Period means

the length of time which would be required with the exercise of due diligence and dispatch to restore the Named Insured's Own Site to a condition that allows the resumption of normal business operations, commencing with the date such operations are interrupted by a Pollution Condition or Environmental Damage and not limited by the Expiry Date of the Period of Insurance. The Restoration Period does not include any time caused by the interference by the Named Insured with restoring the property, or with the resumption or continuation of such operations.

38. Responsible Person means

- a. the manager or supervisor of the Named Insured responsible for environmental affairs, control or compliance at the Named Insured's Own Site;
- b. the manager of the Named Insured's Own Site; or
- c. any officer, director, partner, or member of the Named Insured.

39. Retroactive Date means

the date specified in the Schedule.

40. Transportation means

the movement of goods, product, merchandise, supplies or waste in a conveyance by the Named Insured or a third party carrier properly licensed to conduct such movement, from the point of origin until delivery to the final destination. Transportation includes the loading and unloading onto or from a conveyance, provided that the loading and unloading is performed by or on behalf of the Named Insured.

41. Terrorism means

- a. an act, or acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear



- b. any preparation towards or any action taken in controlling, preventing, suppressing or in any way relating to any such act.

If the Company allege that by reason of this Definition any particular act (or acts) constitutes Terrorism the burden of proving the contrary shall be upon the Named Insured.

42. Underground Storage Tank means

any tank, including any piping connected to the tank, located on or under the Named Insured's Own Site that has at least ten (10 percent) of its combined volume underground. Underground storage tank does not include:

- a. septic tanks, sump pumps or oil/ water separators;
- b. a tank that is enclosed within a basement, cellar, shaft or tunnel, if the tank is upon or above the surface of the floor; or
- c. stormwater or wastewater collection systems.



Section IV - Exclusions

This Policy does not cover:

1. Asbestos and Lead Based Paint

Any liability, loss, cost or expense arising from asbestos or any asbestos-containing materials or lead-based paint installed or applied in, on or to any building or other structure. However, this Exclusion does not apply to Clean-Up costs for the remediation of soil or groundwater.

2. Contractual Liability

Any liability, loss, cost or expense arising from the Named Insured's assumption of liability in any contract, or agreement. This Exclusion does not apply to liability that the Named Insured would have had in the absence of the contract or agreement, or where the contract or agreement is an Insured Contract.

3. Employers' Liability

Any liability, loss, cost or expense arising from, caused by or relating to Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Named Insured.

4. Excess Clause

The amount of the Excess specified in the Policy Schedule.

5. Fines and Penalties

Any liability, loss, cost or expense in respect of criminal fines or penalties.

6. Insured vs Insured

Any Claim by or on behalf of any Insured against any other Insured.

7. Intentional Non-Compliance

Any liability, loss, cost or expense arising from an intentional or illegal act or omission of any Responsible Person.

This Exclusion does not apply to non-compliance based upon:

- a. the Named Insured's good faith reliance upon the written advice of qualified outside counsel received in advance of such noncompliance; or



- b. the Named Insured's reasonable response to an Imminent Threat to human health or the environment.

8. Internal Expenses

Costs, charges or expenses incurred by the Named Insured for goods supplied or services performed by the staff or salaried Employees of the Named Insured, or its parent, subsidiary or affiliate, unless such costs, charges or expenses are incurred with the prior written approval of the Company, in its sole discretion.

9. Maintenance

Any costs or expenses that are, or should reasonably be, routinely incurred in the maintenance, servicing, removal, repair, replacement upgrade or improvement of any equipment or installation of the Named Insured.

10. Material Change in Use

Any liability, loss, cost or expense arising from a material change in

- a. the Named Insured's Business as set out in the Policy Schedule;
- b. the Named Insured's Own Site

during the Period of Insurance and which materially increases a risk covered under this Policy.

11. Offshore

Any liability, loss, cost or expense arising from Offshore Operations.

12. Prior Knowledge / Non-Disclosure

Any liability, loss, cost or expense arising from a Pollution Condition or Environmental Damage existing prior to the Inception Date and known by a Responsible Person and not disclosed in the application or submission for this Policy.

13. Products

Any liability, loss, cost or expense arising from the Named Insured's Products.

14. Property Damage to Conveyances

Property Damage to any conveyance used during Transportation.



15. Property of Insured

Any liability, loss, cost or expense directly caused by, relating to or arising from loss of or damage to any property or buildings or any other above-ground or below-ground structures belonging to or in the charge or control of the Named Insured other than

- a. Restoration Costs
- b. personal effects or vehicles of any partner director or Employee of or visitor to the Insured.

16. Radioactive Contamination

Liability in respect of:

- a. loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- b. any legal liability of whatsoever nature;
- c. any Injury;

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.

17. Terrorism

Any liability caused by or arising from Terrorism.

18. Underground Storage Tanks

Any liability, loss, cost or expense arising from any Underground Storage Tank located at the Named Insured's Own Site, and whose existence is known by a Responsible Person, as of the Inception Date of this Policy.

This Exclusion does not apply to any Underground Storage Tank which:

- a. is scheduled on this Policy by an endorsement; or
- b. was removed prior to the Inception Date on this Policy.

19. War

Any liability in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection



military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

20. Watercraft and Aircraft

Any liability arising out of the ownership possession or use by or on behalf of the Named Insured of any vessel or craft designed to travel in on or through water air or space other than barges motor launches and non-powered craft not exceeding 10 metres in length used on inland or territorial waters.



Section V – Extensions

Automatic Extensions

1. Indemnities to Additional Insureds

The Company will indemnify any Additional Insureds provided that:

- a. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this Policy insofar as they can apply;
- b. the Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule;
- c. such Additional Insureds are not entitled to indemnity under any other policy for any Claim or loss in respect of which indemnity may be provided under this Policy.

2. Extended Reporting Period

The Company will provide the Named Insured an automatic Extended Reporting Period of ninety (90) days from the end of the Period of Insurance in which to provide written notice to the Company of the First Discovery, or Claims first made against the Named Insured (whichever is applicable) during the Period of Insurance, provided the Named Insured has cancelled or not renewed this Policy or purchased any other insurance to replace this insurance.

A Claim first made against the Named Insured, or the First Discovery (as applicable), which is/are reported to the Company within the automatic Extended Reporting Period will be deemed to have been made and reported, or First Discovered (as applicable), on the last day of the Period of Insurance, provided that the Claim arises from, or the First Discovery relates to, a Pollution Condition or Environmental Damage that commenced before the end of the Period of Insurance.

The terms and conditions which applied to the Policy before the Policy cancellation or expiry remain unaltered during the Extended Reporting Period. The Limit of Indemnity and Excess applicable prior to Policy cancellation or expiry will not be increased or reinstated for the Extended Reporting Period.



Optional Extensions

1. Difference in Conditions / Difference in Limits

a. Operation of Programme

Where this Policy forms part of a Programme, Local Underlying Policies having been issued to the Named Insured in various territories, the indemnity provided by this Policy (subject always to the terms of this Policy including the Period of Insurance) will apply also as follows:

i. Difference in Conditions

The Company will indemnify the Named Insured to the extent that a Local Underlying Policy

- does not provide such indemnity by virtue of its terms, but
- would have provided such indemnity had it been issued on the same terms as this Policy.

ii. Difference in Limits

The Company will indemnify the Named Insured to the extent that the Limit of Indemnity under this Policy exceeds the limit of indemnity under any Local Underlying Policy.

b. Limitations Applicable to this Clause

The Local Underlying Policies shall be maintained in force without reduction or restriction in cover.

All payments made under this Policy and Local Programme Policies shall be counted in diminution of the Limits of Indemnity specified in the Policy Schedule.

Notwithstanding the number of separate Insureds under all Local Underlying Policies the aggregate liability of the Company under this Policy to the Name Insureds shall not exceed the Limits of Indemnity specified in the Policy Schedule.

In respect of each Local Underlying Policy this Policy shall not provide any indemnity in respect of the greater of any deductible, excess or franchise applying under the Local Underlying Policy and the Excess stated in the Policy Schedule.

Where the Company is by law or circumstance outside its control prevented from indemnifying the Named Insured locally all amounts for which the Company accepts liability under this Clause will be paid in the UK.



Where the total of any amounts paid by or on behalf of the Company and the Allianz Group under this Policy and any Local Programme Policy or Policies exceeds the Limit of Indemnity the amount of such excess shall be recoverable from the Named Insured.

No indemnity will be provided against any liability, costs or expenses that are the subject of an exclusion under any Local Underlying Policy issued in North America.

c. Definitions Applicable Only to this Clause

Any word or expression to which a specific meaning has been attached in this Clause shall bear such meaning wherever it appears in this Clause only.

i. **Programme** means

this Policy and Local Underlying Policies.

ii. **Local Underlying Policy(ies)** means

Local Programme Policy(ies) and Local Non-Programme Policy(ies).

iii. **Local Programme Policy(ies)** means

Policy(ies) issued by or on behalf of the Company and the Allianz Group in territories notified to and agreed by the Company.

iv. **Local Non-Programme Policy(ies)** means

Policy(ies) other than Local Programme Policy(ies) issued in territories notified to and agreed by the Company.



Section VI – General Conditions

1. Additional Insureds

Each of the Additional Insureds and the Named Insured accepts and agrees that the Named Insured shall have the sole right to make a claim hereunder (whether on its own behalf or on behalf of an Additional Insured) and it shall be a condition precedent to any liability of the Company under this Policy that the Named Insured and not an Additional Insured shall have made any such claim.

Each Additional Insured shall observe fulfil and be subject to the terms and conditions of this policy insofar as they can apply.

The Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule.

2. Alterations in Risk

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that if at any time anything shall occur or be done materially affecting the risk insured the Named Insured shall give notice in writing to the Company as soon as reasonably practicable.

3. Arbitration

All disputes which may arise under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy shall be referred to arbitration.

The arbitration shall be conducted in accordance with the Rules of the London Court of International Arbitration and the place of arbitration shall be London. The language of the arbitration shall be English.

The arbitral tribunal shall consist of three arbitrators. One shall be appointed by the Company, one shall be appointed by the Named Insured, and once those two arbitrators shall have been appointed they shall jointly appoint a third arbitrator as chairman of the arbitral tribunal. The Company or the Named Insured shall be entitled in the event of any dispute arising to call upon the other to nominate an arbitrator pursuant to the provisions of this clause and if either party shall fail to so nominate a party arbitrator within 30 days of receiving a notice to do so the party not in default shall be entitled to request the President of the Law Society for the time being ("the Appointer") to appoint a party arbitrator on behalf of the party in default. The Appointer shall also appoint the third arbitrator as chairman in default of appointment by the party appointed arbitrators within 28 days after their respective appointments.



4. Cancellation

The Company may cancel this Policy at any time by sending 30 days notice by registered post to the Named Insured at the last known address and in such event the Named Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

5. Claims

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that if the Named Insured:

- a. Discovers or otherwise becomes aware of any
 - i. Pollution Condition or
 - ii. Environmental Damage or its Imminent Threat;
- or
- b. must provide a notification to any statutory authority or receives such a notification from such authority; or
- c. receives in writing any notice of any other Claim or legal proceeding,

that is likely to lead to indemnification under this Policy,

then the Named Insured must

- a. notify the Company in writing as soon as reasonably possible, with full particulars, within the Period of Insurance, or Extended Reporting Period, if applicable, and at the latest within 28 days of the end thereof.
- b. make no admission of liability or offer promise of payment without the Company's written consent.
- c. inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document unanswered.
- d. retain unaltered and unrepaired anything in any way connected with the Claim for as long as the Company may reasonably require.
- e. produce to the Company at the Named Insured's expense such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim.

6. Contracts (Rights of Third Parties) Act 1999



A person or party who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

7. Insurance Act 2015

Unless otherwise indicated no term of this Policy is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under and/or the effect of Parts 2, 3, 4 or 5 of the Insurance Act 2015.

In the event of any breach of the Insured's statutory duty under the Insurance Act 2015 to make a fair presentation of the risk other than a breach which is:

- a. deliberate or reckless
- b. such that the Company would not have entered into the contract on any terms or in respect of a variation such that the Company would not have agreed to the variation on any terms

it is agreed that:

- a. if there have been no claims that relate to the breach of duty at the date the Insured notifies the Company of such breach the premium and terms may be adjusted to those that would have applied had there been no such breach of duty and the Insured will pay any such additional premium. Any additional term (whether premium or other term) shall take effect as if applied from inception; or in the event of a variation, from the date of variation
- b. in the event of claims that relate to the breach of duty and such claims happen after the date the Insured notifies the Company of such breach the Company's remedy for such breach will be limited to the adjustment of premium and terms as set out in a. above
- c. in the event of claims that relate to the breach of duty and such claims happen before the date that the Insured notifies the Company of such breach the Company's remedy for such breach will be as set out in the provisions of Schedule 1, Part 1 and Part 2 of the Insurance Act 2015.

The Company also agrees that the acts omissions or knowledge of one Insured shall not be imputed to any other Insured provided that the Named Insured together with its subsidiaries will be deemed to be one party comprising the Insured and not separate parties.

8. Jurisdiction

Strictly subject to the arbitration provisions in this Policy the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales, and each undertakes to the other that it shall not commence proceedings under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy in any other jurisdiction.



9. Other Insurances

The Company will not indemnify the Named Insured in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

10. Policy Construction

Unless otherwise expressly agreed in writing this Policy shall be governed by and construed in accordance with the law of England and Wales.

The headings and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

In this Policy references to any statute or regulation shall be to that statute or regulation as amended or re-enacted from time to time.

11. Rights of the Company

The Company shall be entitled at their discretion (but not required) to take over and conduct in the name of the Named Insured the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit but in the name of the Named Insured to recover compensation or secure indemnity from any third party in respect of any Personal Injury Property Damage or other legal liability to which this Policy applies and the Named Insured shall give all information and assistance required.

The Company may at any time pay the Limits of Indemnity (less any sums already paid) or any lesser amount for which at the absolute discretion of the Company the Claims arising can be settled. The Company will then relinquish control of such Claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

12. Sanctions

The Company shall not be deemed to provide cover nor shall the Company 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 Company 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 and/or any other applicable national economic or trade sanction law or regulations.



Section VII – Premium Payment Condition

The Named Insured undertakes that premium shall be paid in full to the Company within 60 days of inception of this Policy (or, in respect of instalment premiums, when due) and shall have the burden of establishing that such payment has been made.

If the Named Insured fails to comply with this undertaking the Company may give not less than 7 days' prior written notice of cancellation to the Named Insured via the broker or agent or direct. If the premium due is paid in full to the Company before the notice period expires, notice of cancellation shall automatically be revoked. If not, this Policy shall automatically terminate and be of no effect at the end of the notice period.

In the event of cancellation, premium is due to the Company calculated in accordance with the premium adjustment provisions of this Policy for the period the Company has been on risk, subject to any minimum premiums payable. The full policy premium shall be payable in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

If any provision of this condition is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this condition which will remain in full force and effect.



Section VIII – Complaint Handling Procedures

Internal Complaints Procedure

At Allianz Global Corporate & Specialty we are committed to providing our customers with the highest possible level of service. We realise, however, that things can go wrong and you may feel we have not provided the service you expect.

Our internal complaints procedure is designed to resolve problems promptly and fairly.

What you need to do

You should first contact the intermediary who arranged your insurance. If they are unable to resolve your complaint, you can write to us or telephone your usual contact at:

Allianz Global Corporate & Specialty
60 Gracechurch Street
London
EC3V 0HR
Tel: 0203 451 3000

When you contact us please give us a name and contact number and quote your policy and/or claim number. Please explain clearly and concisely the reason for your complaint.



Section IX – Endorsements to this Policy

001 - Policyholder Information Environmental Emergency Response and Claim Investigation Services

(RETAIN FOR YOUR RECORDS)

Please read the information below, the Coverage Form and all attached endorsements in their entirety. If you have any questions, please contact your broker.

FOR EMERGENCY RESPONSE TO ENVIRONMENTAL INCIDENTS

As part of our commitment to customer service Allianz Global Corporate & Specialty (Allianz) has named **Crawford Environmental** as an approved provider of environmental emergency response and claim investigation services to our insureds.

As an Allianz insured, you can call on **Crawford Environmental** twenty-four hours a day, seven days a week for emergency response services for environmental incidents.

Crawford's 24/7, toll-free, emergency response hotline number is:

Freephone: +44 (0) 28 9038 8360

ALWAYS REPORT THE INCIDENT TO US AND YOUR AGENT OR BROKER

In the event of any incident that may be covered under this policy, whether or not the **Crawford Environmental** has been contacted, the incident should be reported to Allianz by phone or email as soon as practicable by phone or email.

REFER TO THE “CLAIMS AND NOTICE REQUIREMENTS” WITHIN THE CONDITIONS OF YOUR POLICY WITH RESPECT TO ANY POLLUTION CONDITION THAT MAY RESULT IN A CLAIM.



002 Limitation of Coverage for Scheduled Insured Own Sites – New Conditions Only Endorsement

Solely with respect to the **Insured's Own Sites**, it is hereby agreed that the following changes are made to the Policy:

Section 1 – Insuring Agreements, A. Own site Clean-up Costs is deleted in its entirety and replaced with the following:

A. Own Site Clean-Up Costs

The Company will indemnify the Named Insured against Clean-Up Costs, including associated Defence Costs,

- a. incurred in respect of unexpected and unforeseen Environmental Damage,
- or
- b. resulting from a Pollution Condition,

on or under the Named Insured's Own Site that first commenced on or after the retroactive date.

Provided that

- 1. the First Discovery of either the Environmental Damage or Pollution Condition (and if both are present, whichever is the earlier) is during the Period of Insurance and is reported to the Company during the Period of Insurance; and
- 2. the Pollution Condition or Environmental Damage to which the Clean-Up costs relate are within the Named Insured's Own Site.
- 3. the Pollution Condition or Environmental Damage to which the Clean-Up costs relate first commenced on or after the retroactive date.

Section 1 – Insuring Agreements, B. Off site Clean-up Costs is deleted in its entirety and replaced with the following:

B. Off Site Clean-Up Costs

The Company will indemnify the Named Insured against Clean-Up Costs, including associated Defence Costs,

- a. incurred in respect of unexpected and unforeseen Environmental Damage,
- or
- b. resulting from a Pollution Condition,

Provided that

- 1. the Pollution Condition or Environmental Damage to which the Clean-Up costs relate are beyond the boundaries of the Named Insured's Own Site, having migrated there from the Named Insureds Own Site; and
- 2. the Claim is first made against the Named Insured and reported to the Company during the Period of Insurance or, if applicable, the Extended Reporting Period; and



3. the Pollution Condition or Environmental Damage to which the Clean-Up costs relate first commenced on or after the retroactive date.

Section 1 – Insuring Agreements, C. Third Party Claims for Bodily Injury or Property Damage is deleted in its entirety and replaced with the following:

C. Third Party Claims for Bodily Injury or Property Damage

The Company will indemnify the Named Insured against legal liability to pay compensation and claimants costs and expenses, and associated Defence Costs, in respect of

- a. Injury
- b. Property Damage
- c. nuisance trespass to land or interference with any easement right of air light water or way

resulting from a Pollution Condition or Environmental Damage on at or under or migrating from and beyond the boundaries of the Named Insured's Own Site.

Provided that

1. the Claim is first made against the Named Insured and reported to the Company during the Period of Insurance or, if applicable, the Extended Reporting Period.
2. the Pollution Condition or Environmental Damage to which the loss relates to first commenced on or after the retroactive date.

Section 1 – Insuring Agreements, G. Business Interruption is deleted in its entirety and replaced with the following:

G. Business Interruption

The Company will indemnify the Named Insured against Business Interruption Expense and Extra Expense during the Interruption Period:

- a. arising from unexpected and unforeseen Environmental Damage; or
 - b. resulting from a Pollution Condition,
- on or under the Named Insured's Own Site.

Provided that:

1. the First Discovery of either the Environmental Damage or Pollution Condition (whichever is the earlier) is during the Period of Insurance; and
2. the Environmental Damage or Pollution Condition gives rise to Clean-Up Costs to which Insuring Agreement A and/or B applies.
3. the Pollution Condition or Environmental Damage to which the Clean-Up costs relate first commenced on or after the retroactive date

All other terms, conditions and exclusions will remain the same.



003 Crisis Management Response Cost and Crisis Management Loss Coverage Extension

This Policy is amended as follows:

The following is added to **Section 1 – Insuring Agreements**:

H. Crisis Management Response Costs and Crisis Management Loss Coverage Extension

Schedule A – Crisis Management Limits of Insurance

Coverage A – Crisis Management Response Costs Limit of Insurance	GBP 250,000 Each Crisis Management Event GBP 500,000 Aggregate
Coverage B – Crisis Management Loss Limit of Insurance	GBP 50,000 Each Crisis Management Event GBP 50,000 Aggregate

Schedule B – Approved Crisis Management Firms

Refer to AGRL-CU 1601 Schedule of Approved Crisis Management Firms	Or contact: Allianz Global Risk Insurance Company Liability Claims Department Allianz House, 60 Gracechurch Street, London, EC3V 0HR
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Schedule C – Additional Key Executives

None unless listed below:

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1. Insuring Agreement – Crisis Management Response Costs and Crisis Management Loss

a. Crisis Management Response Costs

The Company will pay **crisis management response costs** on behalf of the **named insured** that may be associated with **loss** covered by this Policy, regardless of fault, arising from a **crisis management event** which first commences during the **period of insurance**, up to the amount of the **crisis management response costs limit of insurance**.

b. Crisis Management Loss

The Company will pay **crisis management loss** on behalf of the **named insured** that may be associated with **loss** covered by this Policy arising from a **crisis management event** which first commences during the **period of insurance**, up to the amount of the **crisis management loss limit of insurance**.

c. A crisis management event will be deemed to commence at the time when a key executive first becomes aware of a crisis management event and will end when the Company determines that a crisis no longer exists or when the crisis management response costs limit of insurance has been exhausted, whichever comes first.

d. There will be no retained limit or deductible applicable to crisis management response costs or crisis management loss.

e. Any payment of crisis management response costs or crisis management loss that the Company makes under the coverage provided by this endorsement will not be an acknowledgement of coverage under any other part of this Policy, nor does it create any duty to defend any suit under any other part of this Policy.

2. Limits of Insurance

a. The crisis management response costs limit of insurance is the most the Company will pay for all crisis management response costs under this Policy, regardless of the number of crisis management events first commencing during the period of insurance. This crisis management response costs limit of insurance will be in addition to the applicable limits of insurance shown in the Declarations of this Policy.

b. The crisis management loss limit of insurance is the most the Company will pay for all crisis management loss under this Policy, regardless of the number of crisis management events first commencing during the period of insurance. This crisis



management loss limits of insurance will be in addition to the applicable limits of insurance shown in the Declarations of this Policy.

- c. The Company will have no obligation to pay **crisis management response costs** when it determines that a **crisis management event** has ended or when the **crisis management response costs limit of insurance** has been exhausted, whichever occurs first.
- d. The **crisis management limits of insurance** in Schedule A of this endorsement apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date shown in the Declarations. If the **period of insurance** is extended after issuance of an additional period of less than 12 months the additional period will be deemed to part of the last preceding period for purposes of determining the crisis management limits of insurance of this endorsement.

3. Definitions

For the purpose of this endorsement only, **Section 4 – Definitions** is amended to include the following definitions:

- a. **Crisis management event** means an occurrence that triggers significant adverse regional or national media coverage that in the good faith opinion of a **key executive** of the **Named insured** has or may result in **loss** covered by this Policy.
Crisis management event includes man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of the environment, provided that they result from an occurrence.
- b. **Crisis management firm** means any firm approved by the Company and shown in Schedule B, Approved Crisis Management Firms, of this endorsement, which is hired by you to perform **crisis management services** in connection with a **crisis management event**.
- c. **Crisis management loss** means the following amounts incurred during a **crisis management event**:
 - 1. Amounts for the reasonable and necessary fees and expenses incurred by a **crisis management firm** in the performance of **crisis management services** for the **named insured** solely arising from a covered **crisis management event**; and
 - 2. Amounts for reasonable and necessary printing, advertising or mailing of materials, or travel by directors, officers, employees or agents of the **named insured** or a **crisis management firm** incurred at the direction of a **crisis management firm**, solely arising from a covered **crisis management event**.
- d. **Crisis management services** means those services performed by a **crisis management firm** in assisting the **named insured** in minimizing the potential harm to the **named insured** from a covered **crisis management event** by maintaining and restoring public confidence in the **named insured**.
- e. **Crisis management response costs** mean the following reasonable and necessary expenses incurred during a **crisis management event** directly caused by a **crisis management event**, provided that such expenses have been pre-approved by the Company and are associated with damages that would be covered by this Policy:
 - 1. Medical expenses;
 - 2. Funeral expenses;
 - 3. Psychological counseling;
 - 4. Travel expenses;
 - 5. Temporary living expenses;
 - 6. Expenses to secure the scene of a **crisis management event**; and
 - 7. Any other expenses pre-approved by the Company.

Crisis management response costs does not include defence costs or **crisis management loss**.

- f. **Crisis management response costs sub-limits of insurance** means the Crisis Management Response Costs Limit of Insurance shown in Schedule A of this endorsement.



- g. **Crisis management loss limit of insurance** means the Crisis Management Loss Limit of Insurance shown in Schedule A of this endorsement.
- h. **Key executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **named insured** is a partnership) of the **named insured** or sole proprietor (if the **named insured** is a sole proprietorship). A **key executive** also means any other person holding a title designated by you and approved by the Company, which title is shown in Schedule C – Additional Key Executives of this endorsement.

All other terms, conditions and exclusions will remain the same.

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004 Cyber Event Clause
(Cyber Event Exclusion with buy-back) Europe & UK

This Policy does not cover any loss, damage, expense or liability arising out of a **Cyber Event**.

Definitions:

Cyber Event means

- any unauthorised Processing of Data by the Insured
- any breach of laws and infringement of regulations pertaining to the maintenance, or protection of Data,
- any Network Security Failure in the Insured's Sphere

Data includes, but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction, corruption of Data. Any Damage to Data of a Third Party by the Insured is not a Cyber Event if there is not any Network Security Failure involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of Processing Data. .

Network Security failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

Buy-back

This exclusion does not apply to any Liability, Loss, Cost or Expense arising from a Pollution Condition or Environmental Damage.

Reasonable Precautions

No liability coverage is provided in respect of any failure by the Insured to take all reasonable

- a. precautions to prevent, or cease any activity which may give rise to a liability; and
- b. steps to observe and comply with all statutory or local authority laws obligations and requirements.

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.



005 Virus And Communicable Disease Exclusion Endorsement

This Policy is amended as follows:

Section IV – Exclusions is amended to include the following additional exclusion:

This Policy does not apply to:

Virus and Communicable Disease

Any liability, loss, cost or expense arising from any virus or communicable disease.

The provisions of this endorsement apply notwithstanding anything to the contrary in this policy and supersede any other terms, conditions and provisions contained in this policy or its endorsements.

All other terms, conditions and exclusions will remain the same.

