

GROUP LOSS OF INCOME PROGRAM – Lloyd's of London Program

1. Name and address of the Assured (Master policyholder) :

Baymac Management Services Limited ,
Wickham's Cay, Tortola
British Virgin Islands

2. Group Certificate Number: DISC/2020/012

3. Effective

From: 1st of March 2020
1st of March 2021

To: Both days at 12:01 a.m. Local Standard Time at the address of the Assured.

4. Insurance is effective with certain UNDERWRITERS AT LLOYD'S, LONDON.

Percentage: 100%

5. Eligible Members – All Actively at Work pilot members of Baymac Management Services Limited and under Airline Pilots International (API) program, on compulsory basis.

6. Schedule of Benefits:

a. Temporary Total Disability (TTD) – Per insured member

- i. Monthly Benefit: US\$ 6,800 per month
- ii. **Maximum Benefit Period:** 60 months
- iii. **Elimination Period:** 12 months

b. Permanent Total Disability – NOT COVERED

7. Key conditions:

- a. Lloyd's Form: LSW 1210 – Combined Total Disability and Permanent Total Disability
- b. Lloyds Privacy Statement LSW1135B
- c. Actively at Work Clause
- d. Limited War Exclusion
- e. Policy Cancellation – short rate – as attached
- f. Sanctions Limitation and Exclusion Clause LMA 3100
- g. Data Protection Act 1998
- h. Biological or Chemical Materials Exclusion NMA 2962
- i. Nuclear / Radioactive Exclusion Clause LSW 1210
- j. Home country return – Cover to cease within 90 days upon return to Home Country unless approved specifically (Worldwide including USA and its territories)
- k. Member enrolment and Eligibility –

- i. Coverage effective date will be the date of payment of 1st month's premium. Premium payment applicable will be for the full month of enrolment and thereon. No pro-rata payment to apply.
- l. Benefits will be payable under this policy provided the member continues to be member of Baymac Management Services Ltd. in current and good standing.
- m. Claims are subject to full process / Claims forms and proof of salary / earnings and employment in addition to Pre-existing conditions determination
- n. Policy retirement Age – The coverage will cease upon on the member's 65th birthday.
- o. Benefits will terminate at member's 65th birthday except for Age 64 , where benefits will be provided for a maximum 12 months benefit period or as applicable after completion of elimination period.
- p. The following table shows how the TTD benefit should be scaled for anyone over 60:

AGE	Maximum TTD Benefit Period in Months
64	12
63	24
62	36
61	48
60	60

8. In the event of a claim, please notify the following:

CLEMENTS & COMPANY dba CLEMENTS WORLDWIDE
 1301 K Street NW, Suite 1200 West
 Washington, DC 20005 USA
 e-mail – vsudnik@clements.com / api@clements.com
 Phone - +1.202.872.0060

**COMBINED TOTAL DISABILITY AND
PERMANENT TOTAL DISABILITY INSURANCE.**

We, the Underwriters, agree to pay the benefits of this Policy to the Insured Person, in the manner and to the extent provided, but subject always to the terms and conditions provided in this Policy.

This Policy is issued in consideration of and reliance upon the Application Form, and the payment of the required premium. The Policy, Application Form, Schedule and Endorsements, if any, constitute the entire contract. A copy of the Application Form are attached to and made part of this Policy.

Words in bold print in this Policy have special meaning as defined in PART TWO - DEFINITIONS section of this Policy.

PART ONE - BENEFITS

TOTAL DISABILITY

TEMPORARY TOTAL DISABILITY MONTHLY BENEFIT:

In the event that the Insured Person sustains **Bodily Injury** caused in and of itself by an **Accident** which occurs during the Policy Period and which solely and independently of any other cause results in the **Total Disability** of the Insured Person within 365 days from the date of such **Accident**, then the Underwriters agree to pay the monthly benefit as stated in the Schedule.

In the event that the Insured Person sustains any **Sickness** which first manifests itself during the Policy Period and which solely and independently of any other cause results in the **Total Disability** of the Insured Person within 365 days from the date of such first manifestation, then the Underwriters agree to pay the monthly benefit as stated in the Schedule.

The monthly benefit will be paid only for the period of the **Total Disability** of the Insured Person, but for no longer than the **Maximum Benefit Period** stated in the Schedule, and only after the satisfaction of the **Elimination Period**.

No benefits shall be payable as a result of the death of the Insured Person and all benefit payment shall cease in the event of the death of the Insured Person.

No claim shall be presumed by reason of the disappearance of the Insured Person.

PERMANENT TOTAL DISABILITY

CAPITAL SUM BENEFIT:

If the Underwriters have paid to the Insured Person the monthly benefit for the **Maximum Benefit Period**, and at the expiration of such **Maximum Benefit Period** or 12 months, whichever the longer, it is determined that the **Total Disability** will become **Permanent** as defined in this Policy, then the Underwriters will pay in addition the capital sum benefit stated in the Schedule.

No benefit shall be payable as a result of the death of the Insured Person.

No claim shall be presumed by reason of the disappearance of the Insured Person.

The Capital Sum Benefit stated in the Schedule is the maximum amount payable under this Policy in respect of **Permanent Total Disability** under all circumstances.

PART TWO - DEFINITIONS

Accident means a single sudden and unexpected event which occurs at an identifiable time and place during the Policy Period and which causes unexpected **Bodily Injury** at the time it occurs, and which solely and independently of any other cause results in the **Total Disability** of the Insured Person within 365 days of its occurrence.

Actively at work means your Aviation Medical is valid and is not suspended and that you are mentally and physically capable of carrying out your normal regular duties associated with the job as a pilot for which you are employed at the usual place of occupation for the usual hours of work in the occupation declared.

Bodily Injury means a specific physical injury caused by an **Accident** which results directly and independently of all other causes in **Total Disability**. It shall not include any injury arising from an accumulation or series of **Accidents** or traumas.

Eligible Members mean active Pilot members holding active membership of Baymac Management Services Limited and under Airline Pilots International (API) program.

Elimination Period means the consecutive number of days at the beginning of a period of **Total Disability**, for which no benefit is payable.

Exceptional Danger means an unsafe, reckless, extreme or hazardous activity or circumstance that may be life-threatening and/or is likely to result in death, disability or incapacity; or that could otherwise result in permanent or prolonged physical or mental limitations; and is generally considered a situation where there is a significant risk or probability that a serious hazard will result from the Member's activity or behaviour and could have been prevented, reversed or avoided. Exceptional danger does not include risk or exposure to danger while attempting to save human life OR 'extreme sports'.

Maximum Benefit Period means the total number of months as stated in the Schedule for which monthly benefits are payable.

Permanent means that the Insured Person has suffered continuous **Total Disability** for the **Maximum Benefit Period** stated in the Schedule or 12 months whichever is the longer and will be wholly prevented for the remainder of his or her life from performing the major duties pertaining to his or her occupation as stated in the Schedule.

Pre-Disability Earnings means the average monthly income any additional allowances and benefits and any other income usually received during normal work activities in the occupation of the Insured Person, during the last 3 months immediately preceding the start of **Total Disability**.

Sickness means a sickness or disease which first manifests itself while this policy is in force. It must result, directly and independently of all other causes, in **Total Disability** within 365 days from the date of such first manifestation.

Total Disability means that the Insured Person is wholly and continually prevented from performing the material and substantial duties of his/her regular occupation as a pilot due to sickness / bodily injury.

PART - THREE
RECOVERY, RECURRENT AND SUBSEQUENT DISABILITY

The Insured Person is deemed to have made a recovery when he or she is able to engage in his or her occupation as stated in the Schedule, and perform the major duties thereof, even if he or she chooses not to.

A recurrent disability shall be one where the Insured Person, having satisfied the **Elimination Period** and qualified for monthly benefit under this policy, recovers and subsequently suffers a recurrence of **Total Disability** within 60 days of his recovery, which arises out of or is contributed to by the same **Bodily Injury** or **Sickness** which caused the original **Total Disability**. Such recurrent disability shall be deemed to be part of the original **Total Disability** and will not be subject to a new **Elimination Period**.

If the Insured Person has been able to engage in his or her occupation as stated in the Schedule and perform the major duties thereof for a minimum of 60 days in total, any subsequent **Total Disability** arising from the original **Bodily Injury** or **Sickness** shall be deemed to be a new **Bodily Injury** or **Sickness** and will be subject to a new **Elimination Period**. For the purposes of any such subsequent **Total Disability** the date of the subsequent **Accident** or the date of the subsequent first manifestation of such **Sickness** shall be deemed to be the date upon which the Insured Person is again unable to engage in his or her occupation as stated in the Schedule, and perform the major duties thereof. Any claim for any such subsequent **Total Disability** can only be made against a policy currently in force, if any, on the date of such subsequent **Accident** or such subsequent first manifestation of **Sickness**.

With regard to any such recurrent or subsequent disability insured hereunder, the Underwriters will pay the monthly benefit for the period that such **Total Disability** lasts but not exceeding the unused portion of the **Maximum Benefit Period**.

PART FOUR - TERRITORIAL LIMITS

This Policy covers the Insured Person anywhere in the world.

PART FIVE – EXCLUSIONS

This policy does not cover disability directly or indirectly caused or contributed to by:-

- 1) **Bodily Injury** or **Sickness** sustained while in any of the armed forces (land, sea or air) of any country or international authority;
- 2) Intentional self-inflicted injury or attempted suicide;
- 3) The Insured Person being under the influence of alcohol or having taken drugs or narcotics unless prescribed by a legally qualified physician or surgeon;
- 4) **Bodily Injury** or **Sickness** occasioned or occurring while the Insured Person is committing or attempting to commit a felony or to which a contributing cause was the Insured Person being engaged in an illegal activity;
- 5) Riding or driving in any kind of race or endurance test;
- 6) Intentional and /or wilful misstatement or concealment of a Disability on the part of the Member in order to obtain an aviation medical certificate, obtain payment of API or Lloyd's of London benefits or become a Member of the Plan
- 7) Pregnancy, childbirth, miscarriage or abortion except from complications arising from Pregnancy, childbirth, miscarriage or abortion;
- 8) **Bodily Injury** or **Sickness**, as defined in this policy, arising out of a pre-existing condition. A pre-existing condition as used herein, means a condition for which medical advice or treatment was recommended by or received from a physician or other health care practitioner at any time during the thirty six (36) months period preceding the inception date of this Policy, or symptoms were present at any time during the thirty six (36) months period preceding the inception date of this Policy, which symptoms would cause a reasonably prudent person to seek advice or treatment from a physician or other health care practitioner or for which is prescribed medication for that illness, injury or condition or a subsequent illness, injury or condition that is directly related to the initial illness, injury or condition within the thirty six (36) months period;

In determining whether this Pre-Existing Condition exclusion applies to a claim as defined under this policy, credit will be given for the time the insured Person / Member was covered under the same policy with the same insurer for a continuous period of thirty six (36) months, provided the previous coverage was continuous with no break in coverage before the effective date of the insured person's coverage under this evidence of Insurance, exclusive of any applicable waiting period.

- 9) Neuroses, psychoneuroses, psychopathies, or psychoses or mental or emotional diseases or disorders of any type;
- 10) The Insured Person travelling in any aircraft which is being used for crop-dusting, seeding, skywriting, racing, exploration, Military Activity or any other purpose than transportation;
- 11) Any cause specifically excluded by an Endorsement to this Policy.
- 12) Injury incurred as a result of deliberate exposure by the Member to exceptional danger (except in an attempt to save human life). This does not include 'extreme sports'.
- 13) Nuclear, Chemical, and Biological Terrorism
 - a. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from

or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in other sequence to the loss.

For the purpose of this exclusion:

“Nuclear, chemical, biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid, or gaseous Chemical agent and/or Biological agent during the period of this insurance by 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 religious, political, ideological or ethnic purpose or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear

“Chemical” agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property

“Biological” agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants

If the Underwriters allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured

14) Nuclear/Radioactive Contamination

This Insurance does not cover claims in any way caused by or contributed to:

- a. Nuclear reaction, nuclear radiation or radioactive contamination.

15) War where the Insured Person is actively engaged in such activity.

LSW1210

PART SIX - CONDITIONS

1. *Entire Contract, Changes:* This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by the Underwriters and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.
2. *Claims Cooperation:* No benefits shall be payable under this Policy if the Insured Person refuses to undergo any reasonable and not inherently dangerous medical treatment to improve the condition giving rise to the claimed inability to perform all of the duties pertaining to his or her occupation as stated in the Schedule.
3. *Claims Coordination:* The Underwriters will not pay more than the agreed Benefit per Policy Schedule in respect of **Total Disability** monthly benefit less any amount received as **Accident** and / or **Sickness** benefit under any state scheme or insurance from any source and / or from their employer as salary, benefit or other compensation.
4. *Notice of Claim:* Written notice of claim must be given to the Underwriters within thirty (30) days after the occurrence or commencement of any **Total Disability** which may give rise to a claim under this policy, or as soon thereafter as is reasonably possible. This shall include notification in writing to the Underwriters within thirty (30) days following written or verbal notification by Aviation Medical Services or the Aviation Regulator certifying that the insured person is suspended for medical reasons or following the total incapacitation of the insured person.

Notice given by or on behalf of the Insured Person to the Underwriters with information sufficient to identify the Insured Person shall be deemed to have been received by the Underwriters if made in writing to the Intermediary specified in the Schedule, and any communications made in writing to the Insured Person by the said Intermediary on behalf of the Underwriters shall be deemed to have been made by the Underwriters.

5. *Claim Forms:* The Underwriters, upon receipt of a notice of claim will furnish to the claimant such forms as are usually furnished by them for filing proofs of **Total Disability**.
6. *Proofs of Total Disability:* Written proof of **Total Disability** must be furnished to the Underwriters within ninety days after the commencement of such **Total Disability**.
 - a. A proof of **Permanent Total Disability** must be furnished to the Underwriters within sixty days (60) after the commencement of such **Permanent Total Disability** in the event of a claim for the Capital Sum Benefit.
 - b. As part of these proofs of **Total Disability** or **Permanent Total Disability** there must be included a certification from a qualified and licensed Aviation Medical Examiner who is an independent physician, other than the Insured Person or a member of the Insured Person's family, certifying as to the Insured Person's **Total Disability** and where appropriate the Insured Person's **Permanent Total Disability**.
 - c. Failure to furnish such proofs within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonable and in no event later than one year from the time proof is otherwise required.
7. *Time of Payment of Claims:* Benefits payable under this policy will be paid upon receipt of due written proof of **Total Disability** or **Permanent Total Disability**, whichever is applicable, but not before the Underwriters have completed a full investigation of the incident or claim, and not before the satisfaction of the Elimination Period. Any Necessary claim investigation shall be instigated by Underwriters within 90 days of notification of the claim. Subject to due written proof of **Total Disability**, all accrued benefits for **Total Disability** for which this policy provides periodic payment will be paid

at the expiration of each four weeks during the continuance of the period for which the Underwriters are liable.

- a. **Total Disability** for a fractional part of a month will be indemnified on the basis of one-thirtieth of the applicable monthly benefit for each day of disability for which the Underwriters are liable.
8. *Payment of Claims:* All benefits will be payable to the Insured Person, unless assigned in accordance with PART SIX, ITEM 11.
 9. *Physical Examinations and Autopsy:* The Underwriters at their own expense shall have the right and opportunity to have the person of any Insured Person whose **Bodily Injury** or **Sickness** is the basis of a claim examined when and as often as they may reasonably require during the pendency of a claim hereunder, and to have an autopsy made in the case of death, where it is not forbidden by law.
 10. *Incontestability:* After three years from the date of inception of this policy no misstatements, except fraudulent misstatements, made in the Application Form shall be used to void the policy or to deny a claim for **Total Disability** incurred or commencing after the expiration of such three year period.
 - a. No claim for **Total Disability** incurred or commencing after three years from the date of issue of this policy shall be reduced or denied on the grounds that a disease or physical condition not excluded from coverage by name or specific description effective on the date of **Accident** or first manifestation of **Sickness** had existed prior to the effective date of coverage of this policy.
 11. *Assignment:* No assignment of interest under this policy shall be binding upon the Underwriters unless and until the original or a duplicate thereof is filed with the Underwriters. The Underwriters do not assume any responsibility for the validity of an assignment.
 12. *Legal Actions:* No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of **Total Disability** or **Permanent Total Disability**, whichever is applicable, has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of two years after the time written proof of **Total Disability** or **Permanent Total Disability**, whichever is applicable, is required to be furnished.
 13. *Cancellation:* This Policy may be cancelled by the Underwriters at any time by written notice delivered to the Insured Person, or mailed to his or her last address as shown in the records of the Underwriters, stating when, not less than ten (10) days thereafter, such cancellation shall be effective.
 - a. This Policy may be cancelled by the Insured Person at any time by written notice delivered or mailed to the Underwriters and shall be effective upon receipt or on such later date as may be specified in such notice.
 - b. In the event of cancellation, Underwriters will return promptly the unearned portion of any premium paid. If the Insured Person cancels, the earned premium shall be computed by using the customary short rate proportion of the premium hereon. If the Underwriters cancel, the earned premium shall be computed at pro rata.
 - c. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.
 - d. In the event of a claim being paid under this Policy, the premium for this Policy shall be deemed to be fully earned.
 14. *Conformity with State Statutes:* Any provision of this policy which, on its effective date, is in conflict with the statutes or law of the state in which the Insured Person resides on such date is hereby amended to conform to the minimum requirements of such statutes.

15. *Non-Waiver of Premium:* Any premiums due under this policy shall not be waived due to the making or payment of a claim under this policy.
16. *Unpaid Premium:* Upon the payment of a claim under this policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.
17. *Refund of Benefits:* In the event that the Underwriters pay a claim in respect of the **Permanent Total Disability** of the Insured Person under this Policy and the Insured Person subsequently recovers sufficiently to resume the occupation stated in the Schedule, the Insured Person agrees to immediately refund all monies paid to him or her hereunder by the Underwriters.
18. *Actively at work:* The Insured Person must be actively at work as a pilot at the time of Application and inception of this policy.
19. *Pilots License:* The Insured Person must have an active Commercial Pilots License or an active Air Transport Pilots License at inception of this policy that has not been revoked by any civil aviation authority.

PART SEVEN - REFEREE AGREEMENTS

As part of the proof of **Permanent Total Disability** detailed in PART SIX - ITEM 5 there must be included a certification from a physician that the Insured Person has suffered **Permanent Total Disability** as defined in the Policy. In the event that Underwriters determine that it has not been demonstrated that the Insured Person is **Permanently Totally Disabled**, then the question of **Permanent Total Disability** will be subject to the approval of two independent referees. One referee shall be an independent legally qualified physician or surgeon being an expert of recognised standing in the occupation (as stated in the Schedule) chosen by the Underwriters and the second referee shall be an independent expert of recognised standing in the occupation (as stated in the Schedule) of the Insured Person, and shall be chosen by the Insured Person. The referees shall have the authority to decide solely whether the Insured Person's **Total Disability** is **Permanent** as defined in this policy. The referees are not to decide any other aspect concerning the validity of the claim. The decision of the two referees will be binding upon all parties.

In the event that the two referees fail to agree, then they will appoint an Umpire whose decision will be final and binding upon all parties. The Umpire shall be a medical practitioner.

ADDITIONAL WORDINGS AND CLAUSES

ATTACHED TO AND FORMING PART OF POLICY/ CERTIFICATE NO: DISC/2020/012

Nuclear/Radioactive

This Insurance does not cover claims in any way caused by or contributed to:
Nuclear reaction, nuclear radiation or radioactive contamination.

LSW1210 (as amended)

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03
LSW1135B

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001 08/94 (INSURANCE)

ADDITIONAL WORDINGS AND CLAUSES

ATTACHED TO AND FORMING PART OF POLICY/ CERTIFICATE NO: DISC/2020/012

WAR AND TERRORISM CLAUSE

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance covers bodily injury directly or indirectly caused by, resulting from, or in connection with any of the following;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
14. Terrorist Activity.

Always provided;

That the Insured person(s) are not actively participating in any, or all, of (1) to (14) above, and

That none of (1) to (14) above are the result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined and,

That this insurance is subject to the terms and conditions of the Limited War Exclusion Clause, NMA 2582B (as attached).

For the purpose of this extension;

Terrorist Activity means an act, 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitable distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and / or biologically

produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

If the Underwriters allege that by reason of this definition any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

LIMITED WAR EXCLUSION CLAUSE - NMA2582B

Notwithstanding anything to the contrary contained herein, this Insurance does not cover loss consequent on:

- (a) war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
- (b) War in Europe, whether declared or not, other than:
 - (i) civil war,
 - (ii) any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged.

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

DATA PROTECTION ACT 1998

It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

NMA2863
22/06/2000

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03
NMA2962

Nuclear / Radioactive Exclusion Clause

This Insurance does not cover claims in any way caused or contributed to by: nuclear reaction, nuclear radiation or radioactive contamination.

LSW 1210

ADDITIONAL WORDINGS AND CLAUSES

ATTACHED TO AND FORMING PART OF POLICY/ CERTIFICATE NO: DISC/2020/012

APPLICABLE LAW (BRITISH VIRGIN ISLANDS)

The proper and exclusive law of this insurance shall be **British Virgin Islands** Law. Any disputes between the Insured and Underwriters under or in connection with this insurance shall be subject to the exclusive jurisdiction of the **British Virgin Islands** Courts.

14/09/2005

LMA5021

Form approved by Lloyd's Market Association