

South Dot.



RHT



SECCION I - GENERAL

Insured	RHTI CONSULTORES SL and/or subsidiaries, associated or branches by their own interest declared into the company values.
Period	From 12-10-2024 01:00:00 to 12-10-2025 00:59:00 Local Std time
Cedent	Santander Generales Seguros y Reaseguros, S.A.
Territoriality	Spain
Currency	EUR - euro
Law & Jurisdiction	Spain
Policy Type	Stand Alone
Machinery Breakdown	YES
Nat Cat	YES
Terrorism	YES
Liability	YES
Agro	YES
Marine	
Exchange Rate to US\$	1.09



SECCION II - PARTICULAR

Total Values	1,573,181.00
Compensation Limit	6,185,465.00
Payment Warranty	12-01-2025 02:00:00
Taxes (%)	3.67
Commissions (%)	28.90
Reinsured	SWISS RE
Proposal Sharing (%)	33.50
Proposal Gross Premium	1,250,000.00
Type Coverage	Excess
Attachment Point	11,739,594.00
Layer	2.000.000 en exceso de 500,000 5,000,000 en exceso de 2,500,00 11.000.000,00 en exceso de 7.500.000



SECCION III - CONDITIONS

LOCATIONS AND VALUES

	Location/City	Country	Latitude	Longitude	Building, USD	Content USD	Stock, US\$	BI, US\$	USD
1	S/E Vinto (Oruro, Prov. Cercado)	Bolivia	-17.9694	-67.0458	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
2	S/E Manzanarez (Manzanares el Real, Madr)	España	40.7271	-3.8649	25,437,741	22,387,741	21,237,741	27,654,741	96,717,964
3	S/E Tarragona (Tarragona, Tarragona)	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	27,557,110
4	Estacion ACOR (A Coruña)	España	51.7705	56.1662	21,437,741	1,234,567	21,437,741	21,437,741	65,547,790
5	Estacion ALAC (Alicante)	España	20.1032	52.4376	76,900,123	22,387,741	21,237,741	27,654,741	148,180,346
6	Estacion ALBA (Albacete)	España	40.4941	23.0076	12,345,643	12,983,456	1,234,999	1,245,666	27,809,764
7	S/E Tarragona (Tarragona, Tarragona)	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	27,557,110
8	Estacion ACOR (A Coruña)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
9	S/E Tarragona (Tarragona, Tarragona)	España	41.1186	1.2453	12,345,643	76,213	982,345	1,245,666	14,649,867
10	Estacion ACOR (A Coruña)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
11	Sector 11 (Madrid)	España	40.7271	-3.8649	25,437,741	22,387,741	21,237,741	27,654,741	96,717,964
12	Sector 12 (A Coruña)	España	41.1186	1.2453	12,345,643	651,903	982,345	1,245,666	15,225,557
13	Sector 13 (Albacete)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
14	Sector 14 (Tarragona)	España	20.1032	52.4376	25,437,741	14,567,433	21,237,741	27,654,741	88,897,656



SUM INSURED									
	Coverages	Perils	Coinsurance%	Lim_OC	Lim_USD	Deductible_USD	EEL	AA	State
1	MATERIAL DAMAGE	FLEXA	0.0000%	100,000,000.0000	50,000,000	25,000	YES		COVERED
2	MATERIAL DAMAGE	NAT CAT	0.1000%	200,000,000.0000	50,000,000	25,000	YES	YES	NO COVERED
3	CONSECUENCIAL LOSS	BI	0.0000%	3,000,000.0000	12,500,000	0	YES		COVERED
4	CONSECUENCIAL LOSS	LOSS OF RENT	0.0000%	0.0000	0	0			COVERED
5	CONSECUENCIAL LOSS	DEBRIS REMOVAL	0.0000%	0.0000	0	0			NO COVERED
6	CONSECUENCIAL LOSS	EXTRAORDINARY EXPENSES	0.0000%	0.0000	0	0			NO COVERED
7	MACHINERY BREAKDOWN	BI	0.0000%	0.0000	0	0			NO COVERED
8	MACHINERY BREAKDOWN	MACHINERY	0.0000%	40,000,000.0000	2,500,000	15,000	YES		COVERED
9	CASUALTY		0.0000%	0.0000	0	0			NO APPLY



SUBLIMITS												
	Coverage	US\$	MIN US\$	MIN US\$	ONLY	ONLY	%TIV	%TIV	%Loss	%Loss	Day	Difer
1	Coverage	0	0	0	0	0	0	0	0	0	0	0
2	Flexa	12,346	0	0	2,000	5,500	0	0	0	0	0	4,000
3	Goods Temporary Removed	0	0	0	0	0	0	0	0	0	0	0
4	Insured's Goods/Property in third-part	0	0	0	0	0	0	0	0	0	0	0
5	Goods Recently Acquired	0	0	0	0	0	0	0	0	0	0	0
6	Good Outdoor	0	0	0	0	0	0	0	0	0	0	0
7	Good Third parties Property	0	0	0	0	0	0	0	0	0	0	0
8	Crystals, Signs, and Marquees	0	0	0	0	0	0	0	0	0	0	0
9	Stands, Fairs, and Expositions	0	0	0	0	0	0	0	0	0	0	0
10	Personnel property	0	0	0	0	0	0	0	0	0	0	0
11	Automatic cover for known items	0	0	0	0	0	0	0	0	0	0	0
12	Locations unknown	0	0	0	0	0	0	0	0	0	0	0
13	Refrigerated Merchandise (including dete	0	0	0	0	0	0	0	0	0	0	0
14	Fine Art and Valuable articles (includin	0	0	0	0	0	0	0	0	0	0	0
15	Power Transmission lines up 300 mts fro	0	0	0	0	0	0	0	0	0	0	0
16	Molds, models, and cliches	0	0	0	0	0	0	0	0	0	0	0
17	Hurricanes, gales, cyclones, and Tornado	9,000,000	1,000	5,000	0	0	0	0	1	2	0	0
18	Earthquakes, Tsunami, Volcanoes	10,500,000	1,200	5,000	0	0	0	0	1	2	0	0
19	Flood	12,000,000	1,400	5,000	0	0	0	0	1	2	0	0
20	Freezing	13,500,000	1,600	5,000	0	0	0	0	1	2	0	0
21	Snow Accumulation Damage	15,000,000	1,800	5,000	0	0	0	0	1	2	0	0
22	Damages due to water and other Substance	0	0	0	0	0	0	0	0	0	0	0
23	Spillage and Pollution Damages	0	0	0	0	0	0	0	0	0	0	0
24	Business Interruption	0	0	0	0	0	0	0	0	0	10	10
25	Business Interruption Machinery Breakdow	0	0	0	0	0	0	0	0	0	10	10
26	Civil Authority	0	0	0	0	0	0	0	0	0	10	10
27	Interruption of Access	0	0	0	0	0	0	0	0	0	10	10
28	Fees to engineers, architects, and topog	0	0	0	0	0	0	0	0	0	0	0
29	Professional Fees	0	0	0	0	0	0	0	0	0	0	0
30	Interdependence	0	0	0	0	0	0	0	0	0	0	0
31	Clients	0	0	0	0	0	0	0	0	0	0	0
32	Suppliers	0	0	0	0	0	0	0	0	0	0	0
33	Consequential losses	0	0	0	0	0	0	0	0	0	0	0
34	Expediting Expenses	0	0	0	0	0	0	0	0	0	0	0
35	Extraordinary Expenses	0	0	0	0	0	0	0	0	0	0	0
36	Loss of Leasing 12 Months	0	0	0	0	0	0	0	0	0	0	0
37	Increase in Operational Costs	0	0	0	0	0	0	0	0	0	0	0
38	Demolitions/ Increase of cost of constru	0	0	0	0	0	0	0	0	0	0	0
39	Debris Removal	0	0	0	0	0	0	0	0	0	0	0
40	Removal & Cleanup of pollutant and conta	0	0	0	0	0	0	0	0	0	0	0
41	Machinery Breakdown (Munchener)	0	0	0	0	0	0	0	0	0	0	0
42	Repairs/Extensions, Minor Constructions	0	0	0	0	0	0	0	0	0	0	0
43	Contractors' Equipment (Excluding Liabil	0	0	0	0	0	0	0	0	0	0	0
44	Sabotage & Terrorism	29,000,000	0	0	0	0	1	2	0	0	0	0
45	Strikes and Civil Commotion	0	0	0	0	0	0	0	0	0	0	0



46	Errors & omissions	0	0	0	0	0	0	0	0	0	0	0
47	Data Processing	0	0	0	0	0	0	0	0	0	0	0
48	External & mobile Data processing	0	0	0	0	0	0	0	0	0	0	0
49	Fixed Data Processing Electronic Equipme	0	0	0	0	0	0	0	0	0	0	0
50	File?s restitution/books and documents	0	0	0	0	0	0	0	0	0	0	0
51	Bad Debt Documents	0	0	0	0	0	0	0	0	0	0	0
52	Self ? Combustion	0	0	0	0	0	0	0	0	0	0	0
53	Fire Extinction expenses	0	0	0	0	0	0	0	0	0	0	0
54	Fire Extinction expenses by Foam or Chem	0	0	0	0	0	0	0	0	0	0	0
55	Water reservoirs	0	0	0	0	0	2	5	0	0	0	0
56	Permits & Licenses	0	0	0	0	0	0	0	0	0	0	0
57	Property while in transit	0	0	0	0	0	0	0	0	0	0	0
58	Robbery coverage	0	0	0	0	0	0	0	0	0	0	0
59	Theft of General Content Including Goods	0	0	0	0	0	0	0	0	0	0	0
60	Claim Preparation (loss adjustment) expe	0	0	0	0	0	0	0	0	0	0	0
61	Liability (Risks covered)	0	0	0	0	0	0	0	0	0	0	0
62	T O T A L	0	0	0	0	0	0	0	0	0	0	0



LOSS RECORD

	Date of Loss	Notice Date	Description	Policy No.	Branch	Franchise US\$	Recl. US\$	Comp. US\$	State
1	07/22/2018	07/25/2018	Megger MIT1020 equip	20011008	TRM	25,000	23,000	0	DECLINADO
2	07/24/2019	07/25/2019	Damage to Fluke 726	20011007	TRM	65,000	60,000	47,500	PAGADO
3	07/23/2020	07/25/2020	Mobil NOKIA 280 equi	20011006	TRM	100,000	0	0	DECLINADO
4	06/20/2021	06/22/2021	Damage to IBM laptop	20011005	TRM	3,500	2,500	2,500	PAGADO
5	06/21/2022	06/22/2022	Explosion of microwa	20011004	TRM	843,256	0	0	DECLINADO
6	04/21/2022	04/25/2023	Break partial of ele	20011003	TRM	66,221	145,000	100,000	PAGADO



HISTORY PREMIUMS RATES																			
COVERAGES																			
NATURAL PERILS										PERILS								Total	
Year	EARTHQUAKE		HURRICANES		FLOOD		OTHERS		FIRE		MACHINERY		BI		OTHERS		%Increasing	Total	
	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates		Values	Rates
1995	100000	17.5			10500	12												110500	
1996	200000	21	190000	12	1250000	25	1000000	12	50000	10								2690000	10
1997			3300000	25			1250000	25	100000	20	1000000	12			1000000	12		6650000	22
1998					1250000	25	1000000	12			1250000	25	1000000	12	1250000	25		5750000	33
1999	350000	17.5					1250000	25					1250000	25				2850000	
2000	460000	21	144000															604000	
2001			225000															225000	



TIV HISTORY										
VALUES IN ORIGINAL CURRENCY										
Year	Currency	Roe Applied	Building	Contents	Machineries	Stocks	BI	Others	% Increasing	Total Insuranced Values (USD)
2018	US\$	245000	5000	5000	98333		5000		30	358333
2018	US\$	128950	17000		74000	6799			30	226749
2018	US\$	321000	3500	15000	12900	1900	7800	1937	30	364037
2018	US\$	128950	17000		74000	6799			30	226749
2018	US\$	321000	3500	15000	12900	1900	7800	1937	30	364037
2019	US\$	18900	2600			65332			30	86832
2019	US\$	321000	3500	15000	74000	6799			30	420299
2019	US\$	128950	17000		74000	6799			30	226749
2020	US\$	321000	3500	15000	12900	1900	7800	1937	30	364037
2021	US\$	18900	2600			65332			30	86832
2022	US\$	225000		19802	23444	12333	2233		30	282812
2023	US\$	198000		18723			3334		30	220057
2024	US\$	100000	432999		18900	18900	9811	2011	30	582621
2024	US\$	240000	120000	53220	83922	23222	3255	1965	30	525584
2024	US\$	320000	36000		42000	65000		1976	30	464976



General Conditions

ASBESTOS ENDORSEMENT - LMA 5019

A- This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:

- (i) any faults in the design, manufacture or installation of the asbestos;
- (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

COMMUNICABLE DISEASE ENDORSEMENT - LMA 5393

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- 2.1. for a Communicable Disease, or
- 2.2. any property insured hereunder that is affected by such Communicable Disease.



3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same

PROPERTY CYBER AND DATA ENDORSEMENT - LMA 5400

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing



Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System. 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

CLAIMS COOPERATION CLAUSE - NMA 2737

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

1.The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.



2.The Reinsured shall furnish the Reinsurer(s) with all in formation known to the Reinsured in respect of claim or possible claims notified in accordance with(a) above and shall the re after keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.

3.The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurers in the investigation, adjustment and settlement of such claim notified to the Reinsurer(s) as aforesaid.

WAR AND TERRORISM EXCLUSION ENDORSEMENT - NMA 2918

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, 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 any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;(1)war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or(2)any act of terrorism. For this endorsement, an act of terrorism 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 organization(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. This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to (1) and/or (2) above. If the Underwriters allege that because of this exclusion, any loss, damage, cost, or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

AVERAGE CLAUSE - NMA 348

This Policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.

WAR AND CIVIL WAR EXCLUSION CLAUSE - NMA 464

Notwithstanding anything to the contrary contained herein, this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.



PREMIUM PAYMENT WARRANTY (90 DAYS) - (TOR) 4/86

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers within 60 (sixty) days of the inception of the policy period.

If this condition is not complied with, then this contract of insurance will then immediately terminate with the insured hereby agreeing to pay a premium calculated at not less than pro rata temporis.

Particular Conditions

(RE)INSURERS LIABILITY CLAUSE - LMA 3333

(Re)insurer's liability several not joint the liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning ?signing? below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is ?signing? (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its ?written line?.

Where this contract permits, written lines, or certain written lines, may be adjusted (?signed?). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a ?signed line?. The signed lines



shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

CLAIMS CONTROL CLAUSE - LMA 5073

Notwithstanding anything contained in the Reinsurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that:

- A) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the Reinsurers thereof by e-mail, facsimile, or in writing immediately and in any event within days.
- B) The Reinsured shall furnish the Reinsurers with all information respecting any claim or claims notified by a) above and shall thereafter keep the Reinsurers fully informed as regards all developments relating thereto as soon as reasonably practicable.
- C) The Reinsurers shall have the right to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments, and settlements in connection with such claims or claims.
- d) No settlement and/or compromise shall be made and no liability admitted without the prior written approval of the Reinsurers.

SEVERAL LIABILITY NOTICE INSURANCES - LSW 1001

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.

RADIO ACTIVE CONTAMINATION EXCLUSION CLAUSE - NMA 1270

This policy does not cover

- a) loss or destruction of 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 directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel.

NUCLEAR ENERGY EXCLUSION CLAUSE 1994 - NMA 1975 (A)

This Reinsurance shall exclude Nuclear Energy Risks whether Such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations. For all purposes of this Reinsurance Nuclear Energy Risks shall be defined as all first-party and/or third-party insurance (other than Worker's Compensation and/or Employer's Liability) in respect of:

- (i) All Property on the site of a nuclear Reactor, reactor buildings, and plant equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (Including but not limited to the sites referred to in (i) above) used or having been used for: a. The generation of nuclear energy; or b. The



Production, Use or storage of Nuclear Material.

(iii) Any other Property eligible for Insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

(iv) The supply of goods and services to any of the sites, described in (I) to (iii) above, unless such Insurances or reinsurances shall exclude the perils of Irradiation and contamination by Nuclear Material.

Except as undemoted, Nuclear Energy Risks shall not Include:

(v) Any Insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors? plant and equipment).

(ii) Any Machinery Breakdown or other Engineering Insurance or reinsurance not coming within the scope of (a) above:

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any Insurance or reinsurance whatsoever in respect of:

a. Nuclear Material:

b. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations as from fuel loading or first critically where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

2. The provision of any insurance or reinsurance for the under noted perils:

- Fire, Lightning, explosion;

- Earthquake;

- Aircraft and other aerial devious or articles dropped therefrom;

- Irradiation and radioactive contamination;

- Any other peril Insured by the relevant local Nuclear Insurance Pool and/or Association:

In respect of any other Property not specified in (1) above which directly involves the Production, Use, or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions "Nuclear Material" means;

(i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, other alone or in combination with some other material; and

(ii) Radioactive Product or Waste.

DEFINITION OF LOSS OCCURRENCE (HOURS CLAUSE) - NMA 2842

The words "loss occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophe.

However, the duration and extent of any "loss occurrence" so defined shall be limited



to:

1. 72 consecutive hours as regards a hurricane, typhoon, windstorm, rainstorm, hailstorm and/or tornado.
2. 72 consecutive hours as regards earthquake, seaquake, tidal wave.
3. 72 consecutive hours and within the limits of one city, town or village as regards riots, civil commotions and malicious damage.
4. 72 consecutive hours as regards any "loss occurrence" which includes individual loss or losses from any of the perils mentioned in (a) (b) and (c) above.
5. (e) 672 consecutive hours as regards a volcanic eruptive event.
6. (f) 168 consecutive hours of any "loss occurrence" of whatsoever nature which does not include individual loss or losses from any of the perils mentioned in (a), (b), (c) and (e) above.

and no individual loss from whatever insured peril, which occurs outside these periods or areas, shall be included in that "loss occurrence".

The Company may choose the date and time when any such period of consecutive hours commences and if any catastrophe is of greater duration than the above periods, the Company may divide that catastrophe into two or more "loss occurrences", provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Company in that catastrophe, except for any "loss occurrence" referred to in subparagraph (e) above where only one such period of 672 consecutive hours shall apply within each annual period.

TERRORISM EXCLUSION ENDORSEMENT (REINSURANCE) - NMA 2921

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; for the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or

Page 20 of 25 threat thereof, of any or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Reinsurers allege that by reason of this exclusion, any loss, damage, cost expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Reassured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION - NMA 2962

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.

Additional Conditions

MICROORGANISM EXCLUSION (ABSOLUTE) - LMA 5018

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is

- (iii) any physical loss or damage to insured property;
- (iv) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (v) any loss of use, occupancy, or functionality; or
- (vi) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

PREMIUM PAYMENT CLAUSE - LSW 3001

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of nonpayment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 30 (thirty) days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 30th (thirtieth) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked.



If not, the contract shall automatically terminate at the end of the notice period. If any provision of this clause 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 clause which will remaining full force and effect.

CANCELLATION CLAUSE - NMA 1331

Notwithstanding anything contained in this Insurance to the contrary, this Insurance may be canceled by the Insured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be canceled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified, or other first-class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than {Response} days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice. If this Insurance shall be canceled by the Insured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater. If this Insurance shall be canceled by or on behalf of the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater. Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended to be equal to the minimum period of limitation permitted by such law.

SEEPAGE, POLLUTION, AND CONTAMINATION EXCLUSION CLAUSE - NMA 1685

This Agreement does not cover any liability in respect of:

1. Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution, or contamination, provided always that this paragraph shall not apply to loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended and unexpected happening.
2. The cost of removing, nullifying, or cleaning-up seeping, polluting, or contaminating substances unless the seepage, pollution, or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended or unexpected happening.
3. Fines, penalties, punitive or exemplary damages.



Furthermore, it is agreed that the Insurer is only liable for such claims which have been reported to the Insured within twelve months from the occurrence of the otherwise indemnifiable happening.

ELECTRONIC DATA ENDORSEMENT A - NMA 2914

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

1. This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
2. 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 includes programmers, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.
4. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.
5. However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

-Listed Perils

-Fire

-Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed [Response] any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or



restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Risk Control Conditions

Battery Storage Clause - Battery Storage Clause

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that all waste batteries shall be stored in closed metal or plastic bins situated at least two meters from the buildings and any combustible storage.

Close Circuit Television (CCTV) Clause - Close Circuit Television Clause

It is a condition of this Policy that the CCTV system shall be set to record at all times the access of persons into the premises through all usual pedestrian and vehicular entrances intended for that purpose. The system shall include automatic recording to a secure remote location.

The CCTV images and system shall be monitored by a remote central station security service at all times outside normal working hours.

The Insured shall check the system at least daily to confirm it is fully operational.

Nevertheless, this Policy shall not be invalidated by any defects in the CCTV system due to circumstances unknown to or beyond the control of the Insured.

Fire Alarm Protection Maintenance Clause - Fire Alarm Protection Maintenance Clause

It is a condition precedent to the liability of the Company under this Insurance that:

1. The premises containing the Insured property are fitted with a burglary alarm system approved by the Company, and no withdrawal, alteration, or variation of the system, or any structural alteration that might affect the system, shall be made without the consent of the Company
2. The burglary alarm system and all locks and padlocks shall have been put into full and effective operations at all times when the Assured's premises are closed for business. At all other appropriate times.
3. The burglary alarm system shall have been maintained in good order throughout the currency of this Insurance under a maintenance contract with the Installing Company.
3. All other protections provided for the safety of the Insured property shall be maintained in good order throughout the currency of this Insurance and are in full and effective operation at all appropriate times.
4. All keys and duplicate keys relative to the above alarm and protections are removed from the premises when the premises are closed for business, and at all other appropriate times. Subject otherwise to the terms exceptions and conditions of this Policy.



Housekeeping & Waste Delivery Clause - Housekeeping & Waste Delivery Clause

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that:

(a) Procedures must be in place to maintain a good level of house-keeping at all times.

(b) Waste materials must be stored/stacked in a suitable orderly manner.

(c) Waste delivered must be fully checked before the end of each 24-hour period, and before the site is closed, secured or otherwise left unattended by the Insured. Alternatively, the delivered unchecked waste should be located on a safe spot in the open at least ten meters distant from all Buildings, Machinery and Plant, other equipment and Stock, and at least five meters from the site perimeter.

(d) At least once in each 24-hour period of operations, and before the site is closed, secured or otherwise left unattended by the Insured:

? all conveyors and machines (including motors, superstructures and the areas beneath) are to be cleared of waste and fly;

? excluding materials processed or for processing, all other loose combustible rubbish and oily, greasy, solvent impregnated trash is to be swept up and placed in metal bins with metal lids.

(e) At the cessation of operations, and before the site is closed, secured or otherwise left unattended by the Insured:

? all combustible Stock and all combustible waste (which is for processing or is already part-or fully-processed) shall be removed at least five meters distant from all Machinery and Plant and/or other equipment.

? Note: outside working hours processed baled waste may remain in the output chute of any baling machine provided the chute does not feature powered conveyor machinery; bales shall not remain in contact with any part of powered conveyors or other machinery.

(f) A procedure shall be in place and a record of all cleaning activities shall be maintained.

(g) A member of the management team shall carry out a visual inspection at the end of each working day in order to satisfy points (a) to (f) above. A record of such inspections shall be kept up-to-date at all times.

Intruder Alarm Clause - Intruder Alarm Clause

It is a condition of this insurance that

(a) Whenever the Premises are closed for business or left unattended, they shall be protected by an Intruder Alarm,

(i) the specification of which has been agreed by the Insurer

(ii) which shall be set in its entirety.

(b) The Insured shall

(i) keep in force during the currency of the Property Insurance Section of this Policy a contract with an alarm installer (who is a member of the relevant national trade



association approved by the Insurer for these purposes) to maintain the Intruder Alarm in proper working order.

(ii) lodge a copy of the alarm maintenance contract with the Insurer and any subsequent alteration thereto

(iii) obtain written permission from the Insurer before agreeing to any alteration to

a. the alarm maintenance contractor's emergency service facility

b. any part of the Intruder Alarm

(c) The insured must immediately inform the insurer, if the Police give warning of their intent to withdraw their services to respond to an alarm call or other notification of an alarm (for example due to repeated false alarms or other reasons)

(d) Should a defect on the alarm system be discovered or the Police withdraw their services to respond to an alarm, the Insured shall

(i) immediately notify the Insurer

(ii) not leave the Premises unattended without prior consent of the Insurer

(iii) put into effect such additional temporary precautions and safeguards as the Insurer may require

(iv) notify the alarm maintenance contractor immediately and give instruction for the necessary repairs to be carried out.

For the purposes of this endorsement "Intruder Alarm" shall mean the component parts detailed in the alarm specification which has been agreed by the Insurer and the lines of communication used to transmit signals.

No Smoking Clause - No Smoking Clause

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that smoking of tobacco and similar materials is strictly prohibited, and notices to this effect are prominently displayed at the premises.

Secure Storage of Non-Ferrous Metals - Secure Storage of Non-Ferrous Metals

It is a condition of the insurance for the peril of Theft, that any stockpile of non-ferrous metal(s) to a value of over GBP 10,000 shall be kept after working hours within a secured locked building.

Such non-ferrous metal(s) shall be located such that their movement would be detected by motion detectors of the intruder alarm system. The intruder alarm system shall be connected to and monitored by a remote central station security service at all times outside normal working hours.

Site Security Clause - Site Security Clause

It is a condition of this insurance that:

(a) the premises must be entirely enclosed with a metal security fence of at least 1.8 meters height (including access gates); and

(b) all entry and exit points to the yard or other open spaces(s) at the premises are securely locked outside business hours, or are otherwise attended at all times by security guard(s).



A- This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:

- (i) any faults in the design, manufacture or installation of the asbestos;
- (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

COMMUNICABLE DISEASE ENDORSEMENT - LMA 5393

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- 2.1. for a Communicable Disease, or
- 2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be



transmitted by means of any substance or agent from any organism to another organism where:

- 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same

PROPERTY CYBER AND DATA ENDORSEMENT - LMA 5400

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
- 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such



Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System. 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

CLAIMS COOPERATION CLAUSE - NMA 2737

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

1.The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.



2.The Reinsured shall furnish the Reinsurer(s) with all in formation known to the Reinsured in respect of claim or possible claims notified in accordance with(a) above and shall the re after keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.

3.The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurers in the investigation, adjustment and settlement of such claim notified to the Reinsurer(s) as aforesaid.

WAR AND TERRORISM EXCLUSION ENDORSEMENT - NMA 2918

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, 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 any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;(1)war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or(2)any act of terrorism. For this endorsement, an act of terrorism 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 organization(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. This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to (1) and/or (2) above. If the Underwriters allege that because of this exclusion, any loss, damage, cost, or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

AVERAGE CLAUSE - NMA 348

This Policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.

WAR AND CIVIL WAR EXCLUSION CLAUSE - NMA 464

Notwithstanding anything to the contrary contained herein, this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.



PREMIUM PAYMENT WARRANTY (90 DAYS) - (TOR) 4/86

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers within 60 (sixty) days of the inception of the policy period.

If this condition is not complied with, then this contract of insurance will then immediately terminate with the insured hereby agreeing to pay a premium calculated at not less than pro rata temporis.

(RE)INSURERS LIABILITY CLAUSE - LMA 3333

(Re)insurer's liability several not joint the liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning ?signing? below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is ?signing? (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its ?written line?.

Where this contract permits, written lines, or certain written lines, may be adjusted (?signed?). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a ?signed line?. The signed lines shown in the schedule will prevail over the written lines unless a proven error in



calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

CLAIMS CONTROL CLAUSE - LMA 5073

Notwithstanding anything contained in the Reinsurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that:

- A) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the Reinsurers thereof by e-mail, facsimile, or in writing immediately and in any event within days.
- B) The Reinsured shall furnish the Reinsurers with all information respecting any claim or claims notified by a) above and shall thereafter keep the Reinsurers fully informed as regards all developments relating thereto as soon as reasonably practicable.
- C) The Reinsurers shall have the right to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments, and settlements in connection with such claims or claims.
- d) No settlement and/or compromise shall be made and no liability admitted without the prior written approval of the Reinsurers.

SEVERAL LIABILITY NOTICE INSURANCES - LSW 1001

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.

RADIO ACTIVE CONTAMINATION EXCLUSION CLAUSE - NMA 1270

This policy does not cover

- a) loss or destruction of 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 directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel.

NUCLEAR ENERGY EXCLUSION CLAUSE 1994 - NMA 1975 (A)

This Reinsurance shall exclude Nuclear Energy Risks whether Such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations. For all purposes of this Reinsurance Nuclear Energy Risks shall be defined as all first-party and/or third-party insurance (other than Worker's Compensation and/or Employer's Liability) in respect of:

- (i) All Property on the site of a nuclear Reactor, reactor buildings, and plant equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (Including but not limited to the sites referred to in (i) above) used or having been used for: a. The generation of nuclear energy; or b. The Production, Use or storage of Nuclear Material.



(iii) Any other Property eligible for Insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

(iv) The supply of goods and services to any of the sites, described in (I) to (iii) above, unless such Insurances or reinsurances shall exclude the perils of Irradiation and contamination by Nuclear Material.

Except as undemoted, Nuclear Energy Risks shall not Include:

(v) Any Insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors? plant and equipment).

(ii) Any Machinery Breakdown or other Engineering Insurance or reinsurance not coming within the scope of (a) above:

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any Insurance or reinsurance whatsoever in respect of:

a. Nuclear Material:

b. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations as from fuel loading or first critically where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

2. The provision of any insurance or reinsurance for the under noted perils:

- Fire, Lightning, explosion;

- Earthquake;

- Aircraft and other aerial devious or articles dropped therefrom;

- Irradiation and radioactive contamination;

- Any other peril Insured by the relevant local Nuclear Insurance Pool and/or Association:

In respect of any other Property not specified in (1) above which directly involves the Production, Use, or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions "Nuclear Material" means;

(i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, other alone or in combination with some other material; and

(ii) Radioactive Product or Waste.

DEFINITION OF LOSS OCCURRENCE (HOURS CLAUSE) - NMA 2842

The words "loss occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophe.

However, the duration and extent of any "loss occurrence" so defined shall be limited to:



1. 72 consecutive hours as regards a hurricane, typhoon, windstorm, rainstorm, hailstorm and/or tornado.
2. 72 consecutive hours as regards earthquake, seaquake, tidal wave.
3. 72 consecutive hours and within the limits of one city, town or village as regards riots, civil commotions and malicious damage.
4. 72 consecutive hours as regards any "loss occurrence" which includes individual loss or losses from any of the perils mentioned in (a) (b) and (c) above.
5. (e) 672 consecutive hours as regards a volcanic eruptive event.
6. (f) 168 consecutive hours of any "loss occurrence" of whatsoever nature which does not include individual loss or losses from any of the perils mentioned in (a), (b), (c) and (e) above.

and no individual loss from whatever insured peril, which occurs outside these periods or areas, shall be included in that "loss occurrence".

The Company may choose the date and time when any such period of consecutive hours commences and if any catastrophe is of greater duration than the above periods, the Company may divide that catastrophe into two or more "loss occurrences", provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Company in that catastrophe, except for any "loss occurrence" referred to in subparagraph (e) above where only one such period of 672 consecutive hours shall apply within each annual period.

TERRORISM EXCLUSION ENDORSEMENT (REINSURANCE) - NMA 2921

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; for the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or

Page 20 of 25 threat thereof, of any or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Reinsurers allege that by reason of this exclusion, any loss, damage, cost expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Reassured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION - NMA 2962



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.

MICROORGANISM EXCLUSION (ABSOLUTE) - LMA 5018

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is

(iii) any physical loss or damage to insured property;

(iv) any insured peril or cause, whether or not contributing concurrently or in any sequence;

(v) any loss of use, occupancy, or functionality; or

(vi) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

PREMIUM PAYMENT CLAUSE - LSW 3001

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of nonpayment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 30 (thirty) days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 30th (thirtieth) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked.

If not, the contract shall automatically terminate at the end of the notice period. If any



provision of this clause 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 clause which will remaining full force and effect.

CANCELLATION CLAUSE - NMA 1331

Notwithstanding anything contained in this Insurance to the contrary, this Insurance may be canceled by the Insured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be canceled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified, or other first-class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than {Response} days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice. If this Insurance shall be canceled by the Insured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater. If this Insurance shall be canceled by or on behalf of the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater. Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended to be equal to the minimum period of limitation permitted by such law.

SEEPAGE, POLLUTION, AND CONTAMINATION EXCLUSION CLAUSE - NMA 1685

This Agreement does not cover any liability in respect of:

1. Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution, or contamination, provided always that this paragraph shall not apply to loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended and unexpected happening.
2. The cost of removing, nullifying, or cleaning-up seeping, polluting, or contaminating substances unless the seepage, pollution, or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended or unexpected happening.
3. Fines, penalties, punitive or exemplary damages.

Furthermore, it is agreed that the Insurer is only liable for such claims which have



been reported to the Insured within twelve months from the occurrence of the otherwise indemnifiable happening.

ELECTRONIC DATA ENDORSEMENT A - NMA 2914

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

1. This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

2. 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 includes programmers, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

4. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

5. However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

-Listed Perils

-Fire

-Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed [Response] any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC



DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Observations

Acontecimientos Extraordinarios

Algunas aseguradoras incluyen en las pólizas la cobertura por daños causados por acontecimientos extraordinarios. Sin embargo, la indemnización no la realizaría la compañía aseguradora sino el Consorcio de Compensación de Seguros, puesto que parte del pago que efectúas por la póliza se destinaría a esta institución pública.
