



## POLICY SUMMARY (EU Domiciled Insured excluding UK)

This document is a summary of the insurance cover provided by the UNMANNED AERIAL SYSTEM (UAS) INSURANCE POLICY FOR COMMERCIAL OPERATORS v Nov 2019 and, as such, it does not contain the full terms and condition of your insurance. You can find the full terms and conditions of your insurance in the Policy.

This summary is provided to you for information purposes only and does not form part of your insurance contract. The Sections of Cover included for you are as detailed in your Policy Schedule.

INSURERS
<p>This insurance is underwritten 100% by <b>Starr Europe Insurance Limited (SEIL)</b> a member of Starr Insurance Companies is registered in Malta, holds its registered address at Dragonara Business Centre, 5<sup>th</sup> Floor, Dragonara Road, St Julians, STJ 3141, Malta and is authorised and regulated by the Malta Financial Services Authority.</p>
RIGHT TO CANCEL
<p>You can cancel this <b>Policy</b> at any time by giving the <b>Insurers</b> 30 days' notice in writing. Your signed notice of cancellation letter should be sent to <b>Coverdrone</b>. This letter can be mailed or scanned and attached to an email addressed to <b>Coverdrone</b>.</p> <p>A pro rata refund of the premium will be paid for the remaining portion of the <b>Period of Insurance</b> after the cancellation date, if the refund exceeds GBP 25.</p> <p>The <b>Insurers</b> can cancel this <b>Policy</b> by giving you thirty (30) days' notice in writing but will only do so for a valid reason. The <b>Insurers</b> will either return a pro rata portion of the premium in respect of the unexpired <b>Period of Insurance</b> or have the option to retain the premium in the case of fraudulent claims. Please see General Condition 9 for more information.</p> <p><b>There will be no return of premium in respect of any UAS on which a loss is paid or is payable under this Policy.</b></p>
APPLICABLE LAW AND JURISDICTION
<p>Domicile of the Insured</p>
HOW TO MAKE A CLAIM
<p><b>The Insured</b> should give notice of any event likely to give rise to a claim under this <b>Policy</b> to <b>Coverdrone</b> as soon as reasonable practicable. The <b>Insured</b> should give full particulars of such event and forward as soon as reasonable practicable to <b>Coverdrone</b> any letters or documents relating to the claim and give notice of any impending prosecution. The <b>Insured</b> must give such further information and assistance as the <b>Insurers</b> may reasonably require and the <b>Insured</b> should not act in any way to the detriment or prejudice of the interests of <b>Insurers</b>.</p> <p><b>No admission, offer, promise or payment shall be made by the Insured without the consent of the Insurers.</b></p>



## COMPLAINTS

The **Insurers** aim to ensure that all aspects of your **Policy** are dealt with promptly, efficiently and fairly. At all times, they are committed to providing you with the highest standard of service.

If you have any questions or concerns about your **Policy** or the handling of a claim you should in the first instance contact:

### COVERDRONE

John Heath (UK) Limited

Arrowscroft

142 Nantwich Road

Crewe

Cheshire

CW2 6BG

Telephone: +44 (0)1270 448 998

Email: [office@coverdrone.com](mailto:office@coverdrone.com)

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time in the following ways:

In writing to:           The Complaints Manager for Starr Europe Insurance Limited (SEIL)  
Dragonara Business Centre,  
5<sup>th</sup> Floor, Dragonara Road,  
St Julians, STJ 3141,  
Malta

Email:                   [compliance@starrcompanies.com](mailto:compliance@starrcompanies.com)

Telephone:           +356 22605086

If you remain dissatisfied after **Insurers** have considered your complaint, you may have the right to refer your complaint to the Financial Services Ombudsman in your Country whose contact details can be found in the Additional Endorsements Attaching to your Policy.

## HOW LONG WILL YOUR CONTRACT OF INSURANCE BE VALID

Your Policy is issued for 12 Months or such other duration as detailed in your Policy Schedule.

## GEOGRAPHICAL LIMITS

Insurers will provide coverage for your UAS Worldwide

Excluding:

- Algeria, Burundi, Cabinda, Central African Republic, Congo, Democratic Republic of Congo, Eritrea, Ethiopia, Ivory Coast, Liberia, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan
- Colombia, Ecuador, Peru
- Afghanistan, Jammu & Kashmir, Myanmar, North Korea, Pakistan
- Georgia, Nagorno-Karabakh, North Caucasian Federal District
- Iran, Iraq, Libya, Syria, Yemen
- Any country where the operation of the insured Aircraft is in breach of United Nations sanctions



TYPES OF COVER AVAILABLE	
<b>SECTION ONE</b> <b>ACCIDENTAL PHYSICAL LOSS OF OR DAMAGE TO UAS OR AIRBORNE EQUIPMENT</b>	
KEY BENEFITS	MAIN EXCLUSIONS
<p><b>Coverage:</b></p> <ul style="list-style-type: none"> <li>• Insurers will pay for accidental physical loss of or damage to the UAS and/or Airborne Equipment up to the limit stated in the Policy Schedule occurring during the Period of Insurance whilst in Flight/Flying, on the Ground or whilst being Transported.</li> <li>• Insurers will, in addition, pay any reasonable expenses incurred for the purpose of attempted or actual removal, disposal or destruction of the wreck of an UAV up to the amount stated in the Policy Schedule.</li> <li>• Insurers will at the request of the Insured and regardless of the Insured's legal liability, offer reasonable settlement in respect of loss of or damage to crops and/or other property caused by trespassers following a crash of the UAV up to the amount stated in the Policy Schedule.</li> </ul>	<p><b>Your Policy will not cover you:</b></p> <ul style="list-style-type: none"> <li>• For any wear and tear, deterioration, depreciation, freezing, breakdown, defect or failure howsoever caused in the UAS and/or Airborne Equipment.</li> <li>• For damage to aerial cameras or scanners (other than as a result of an accident to the carrying UAS) due to scratching, fogging or misting of lens.</li> <li>• For any damage to the UAS or Airborne Equipment if the lifting weight recommended by the Manufacturer for the UAS make and model is exceeded when any Airborne Equipment is attached.</li> <li>• For damage occurring to the UAS and/or Airborne Equipment whilst being Transported if it is not packed in accordance with the manufacturers guidelines or in a securely stored and padded flight case.</li> </ul>
<b>SECTION ONE - SUM INSURED AND DEDUCTIBLE APPLICABLE</b>	
<p>The maximum Insurers will pay for physical loss or damage to your UAS or Airborne Equipment and the amount that will be deducted from a claim payment to you is stated in your Policy Schedule.</p>	
<b>SECTION TWO</b> <b>LEGAL LIABILITY TO THIRD PARTIES</b>	
KEY BENEFITS	MAIN EXCLUSIONS
<p><b>Coverage:</b></p> <ul style="list-style-type: none"> <li>• Your liability for Bodily Injury and/or Property Damage to third parties including whilst using vehicles airside, liability for damage to third party property whilst on the ground and being serviced, handled or maintained</li> </ul>	<p><b>Your Policy will not cover you:</b></p> <ul style="list-style-type: none"> <li>• For Bodily Injury sustained by any director or employee of the Insured or partner in the Insureds business or operation while acting in the course of his employment or duties for the Insured.</li> </ul>



<p>by you and liability arising out of the Products Hazard as defined in the Policy wording.</p> <ul style="list-style-type: none"> <li>• Invasion of Privacy</li> <li>• Data Liability Event</li> </ul> <p>caused by an Occurrence and arising from your UAS business operations</p>	<ul style="list-style-type: none"> <li>• For Property Damage to any property belonging to or in the care, custody or control of the Insured. However this exclusion does not apply to Property Damage to a UAS not owned by the Insured whilst on the ground and being serviced, handled or maintained by the Insured.</li> <li>• For Advertising Liability</li> <li>• For any fines, penalties or punitive or exemplary damages.</li> <li>• For liability arising from noise, pollution and contamination</li> <li>• For any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</li> <li>• For any liability arising from the use of any vehicle upon the public highway.</li> </ul>
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**SECTION TWO - LIMITS**

The maximum Insurers will pay for Bodily Injury and/or Property Damage to third parties and the amount that will be deducted from a claim payment is stated in your Policy Schedule.

**IMPORTANT INFORMATION THAT COULD AFFECT THE PAYMENT OF YOUR CLAIMS AND LIMIT YOUR COVERAGE**

**Compliance with Air Navigation and Air Worthiness Orders**

- The Insured and any Authorised Operator must comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of a UAS.
- the UAS is airworthy at the commencement of each Flight;
- all Log Books and other records in connection with the UAS which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their agents on request;
- the employees and agents of the Insured comply with such orders and requirements.

**Change in Risk**

The Insured shall be under a continuing duty, during the Period of Insurance, to notify the Insurers as soon as reasonably practicable of any changes which increase the risks which have been presented to the Insurers. Such changes shall be subject to agreement by Insurers and may require an additional premium to be charged.

There shall be no coverage for any claims resulting from any changed element of the risk unless the changed element of the risk has been notified to and agreed by Insurers.



## Sanctions and Embargo

This Policy is subject to a Sanctions and Embargo Clause AVN111

**Notwithstanding anything to the contrary in the Policy the following shall apply:**

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the Period of Insurance which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days' notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

## Rights of Third Parties

This contract of insurance is between You as the named Insured, and any other person named in your Policy, and the Insurers. Nobody else has any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term under Your insurance contract.

## ADDITIONAL EXTENSION OF COVERAGE ENDORSEMENTS

### ONE - EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52E (AMENDED)

This Endorsement extends your cover to include paragraphs other than (b) of the War, Hi-jacking and Other Perils Exclusion Clause AVN48B contained in your Policy Wording.

### TWO - UNMANNED AERIAL SYSTEM HULL "WAR AND ALLIED PERILS" EXTENSION

This Endorsement extends your coverage to include damage or loss of use of your UAS caused by

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Strikes, riots, civil commotions or labour disturbances.
- (c) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (d) Any malicious act or act of sabotage.
- (e) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under



<p>the order of any government (whether civil, military or de facto) or public or local authority.</p> <p>(f) Hi-jacking or any unlawful seizure or wrongful exercise of control of the <b>UAS</b> flight (including any attempt at such seizure or control) made by any person or persons acting without the consent of the <b>Insured</b>.</p>
<p><b>THREE - NON-OWNED ELECTRONIC EQUIPMENT EXTENSION ENDORSEMENT</b></p> <p>This Endorsement extends your cover to include accidental physical loss of or damage to electronic equipment leased or hired but not owned by you whilst in your care,custody and control.</p>
<p><b>FOUR - LIABILITY LIMIT WHILST TRAINING</b></p> <p>This Endorsement extends your cover to include an operator whilst in training.</p>
<p><b>FIVE - UAV OPERATING MASS WEIGHT RESTRICTION</b></p> <p>This Endorsement restricts the cover for any UAV with an operating mass exceeding 25KG.</p>
<p><b>SIX - INCOMPATIBILITY OF SOFTWARE OR PROGRAMS EXTENSION ENDORSEMENT</b></p> <p>This Endorsement extends your cover so that in the event of damage to your UAS if the software or programs are incompatible with the replacement equipment Insurers will pay for necessary modifications etc...</p>
<p><b>SEVEN - INCREASED COST OF WORK EXTENSION ENDORSEMENT</b></p> <p>This Endorsement extends cover to pay for necessary and reasonably incurred expenses to enable you to fulfil contractual obligations of a contract including the cost of renting temporary replacement equipment.</p>
<p><b>EIGHT - REINSTATEMENT OF DATA EXTENSION ENDORSEMENT</b></p> <p>This Endorsement extends cover so that Insurers will repair or pay for the reinstatement of data and will pay reasonable hire charges whilst repair to your equipment are being carried out in order to enable you to continue with your business.</p>
<p><b>NINE - CIVIL USE OF MOD AIRFIELDS ENDORSEMENT</b></p> <p>This Endorsement extends cover to indemnify you for all sums which you shall become legally liable to pay for damages whilst using Ministry of Defence airfields as more fully set forth in the Policy wording.</p>
<p><b>TEN - UNAUTHORISED USE CLAUSE</b></p> <p>This Endorsement extends cover for third party liability if your UAS was used by a person not authorised by you.</p>
<p><b>ELEVEN - UAS OPERATOR INDEMNITY CLAUSE</b></p> <p>This Endorsement extends the liability coverage provided to the UAS authorised operator as if liability had been incurred by the Insured.</p>
<p><b>TWELVE - PROFESSIONAL INDEMNITY EXTENSION OF COVERAGE ENDORSEMENT</b></p> <p>This Endorsement extends to indemnify the Insured, up to the limit stated in the Policy Schedule, against legal liability for any claim or claims which are first made against them and notified to Insurers during the Period of</p>



Insurance by reason of any negligent act, negligent error or negligent omission in the conduct of their business as the owner/operator of the insured UAS.