### - Driessen Assuradeuren-



### **POLICY**

### **UNMANNED AERIAL SYSTEMS INSURANCE**

Driessen Assuradeuren hereby declares in the name of the original underwriters to have insured the following sums insured based on the attached policy wording and warranties. The information on which basis this insurance is placed are deemed to come from the assured signed application form.

Agent :

Phone number :

Policy number : **HELI15415** 

Insured : Omgevingsdienst Noord Brabant

Address : Victorialaan 2

5213 JG 's-Hertogenbosch

The Netherlands

Activities : Carry out work in the field of permits, supervision

and enforcement in Noord Brabant

Insured Pilots :

Insured object : DJI Mavic 2 Enterprise Serial number : 298CH8GR0A0HU1

Registration number : PH-8PA

Risks Covered : **Section III**: Liability

The insured's Legal Liability to Third Parties arising out of their aviation operations covering Third Party Bodily Injury and Property Damage Legal Liability.

Sum insured : Section III

€ 1.000.000,00 each and every accident (combined single limit, Bodily injury/Property

Damage Legal Liability)

Territorial Limits : The Netherlands, subject at all times to article 10 of the

General exclusions of the Wording

Deductible : Section III: € 250,00 per claim

Wording : TMK UAS Wording

### - Driessen Assuradeuren-



None other than as stated in the Wording attached hereto Conditions precedent

Subjectivities None other than as stated in the Wording attached hereto

Choice of Law This insurance shall be governed by and constructed in

> accordance with the law of The Netherlands. Each party agrees to submit to the exclusive jurisdiction of any competent court within The Netherlands. Any reference to governing law and jurisdiction contained

in the wording is amended to The Netherlands.

Amendment **New Policy** 

Inception Date : December 28, 2020, 12:01am Local Standard Time

at the Address of the Insured

**End Date** December 28, 2021, 12:01am Local Standard Time

> at the Address of the Insured With tacit renewal after 12 months

Premium : Section III: € 250,00 (excluding costs and insurance

tax). Total Adjustable at rate per UAV agreed by

**Underwriters** 

Premium Settlement From December 28, 2020 to December 28, 2021

Premium € 250,00 Costs € 17,50 Insurance tax € 56,18

Total 323,68 €

So truthfully drawn at The Hague, December 28, 2020

#### **Underwriters:**

#### Liability coverage

100% Lloyd's Insurance Company S.A. as per contractnumber B1356C200143

On behalf of Underwriters, DRIESSEN ASSURADEUREN.

# - Driessen Assuradeuren-



### Express Warranties as attached to policy number HELI15415

Warranted coverage excludes all forms of indirect losses arising from an occurrence and non-identifiable physical injury.

Warranted coverage excludes all forms of privacy related claims.

- 1. Commercial operations use only
- 2. Serial numbers to be noted prior to inception or coverage will not incept.
- 3. Warranted only one drone in the air at the same time.

Any reference to Governing Law and Jurisdiction is amended to state The Netherlands.

So truthfully drawn at The Hague, December 28, 2020

On behalf of Underwriters, **DRIESSEM ASSURADEUREN.** 

## - Driessen Assuradeuren



#### **NUCLEAR RISKS EXCLUSION CLAUSE**

- 1) This Policy does not cover:
- i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
- (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- 2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:
- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose
- 3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
- (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy, or
- (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- 4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter
(IAEA Health and Safety Regulations)

Beta, gamma and low toxicity
alpha emitters
All other emitters

Maximum permissible level of non-fixed radioactive surface contamination

(Averaged over 300cm²)

Not exceeding 4 Becquerels/cm<sup>2</sup> (10<sup>-4</sup> microcuries/cm<sup>2</sup>)

Not exceeding 0.4 Becquerels/cm<sup>2</sup> (10<sup>-5</sup> microcuries/cm<sup>2</sup>)

iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation AVN 38B 22.7.96

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### WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)

This Policy does not cover claims 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) 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.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) 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.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

1.10.96 AVN48B