



MOONROCK CONSUMER DRONE INSURANCE

Important Information

Policy Wording

Please read this **Policy** Wording together with any endorsements and the schedule, very carefully. If anything is not correct please notify **us** immediately. This wording is fully protected by the laws of copyright. Not unauthorised use or reproduction is permitted.

Insurer

Aston Lark Limited trading under the name of Moonrock Drone Insurance, who is authorised under a binding authority agreement on behalf of the insurer, Lloyd's Syndicate managed by Munich Re Syndicate Limited

Claims Notification

If **you** need to make a claim **you** should, in the first instance, start the claim process using the "Make a claim" button on the Moonrock website (www.moonrockinsurance.com), which will then guide you through the process.

Alternatively, **you** can contact **our** claims team during business hours either: by telephone on **+44 345 604 8594** or by email at **Moonrockclaims@uk.sedgwick.com**. **You** will need to provide **your policy** number and full details of the claim, including the date, circumstances of loss and applicable telemetric data.

Complaints Procedure

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to **Moonrock** or the complaints team at Lloyd's. Making a complaint does not affect any of **your** legal rights. Please direct all your complaints to **Moonrockcomplaints@uk.sedgwick.com**

If **you** are not satisfied with the underwriter's response or **you** have not been provided with a stage one response within two weeks, **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response.

The contact details for Lloyd's are:

Post: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:



Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK); or
0300 123 9123 (calls to this number are charged at the same rate as 01 and
02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk.

If **you** have purchased **your policy** online **you** can also make a complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Compensation

Lloyd’s insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd’s insurer is unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website www.fscs.org.uk

Privacy Notice

Munich Re Syndicate Limited (MRSL) is part of the MRSG Group of companies which takes **your** data privacy very seriously. For details of how the personal information MRSL collects from **you** is used and **your** rights, please view MRSL’s privacy policy at the web address shown below. If **you** do not have access to the internet please contact **your broker** and they will send **you** a printed copy.

<https://www.munichre.com/syndicate457/service/privacy-statement/index.html>

(The Information Notice is accessed by clicking on the link “Munich Re Syndicate Limited Information Notice”, which is located on the right side of the above website page).



General Definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Activities	Your activities as shown in the schedule, undertaken with your full knowledge and authority and under your control.
Accident	A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance
Amount Insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss.
Bodily injury	Any identifiable physical or mental injury, including death, sickness and disease, arising out of or directly attributable to an Accident involving the insured drone .
Computer System	Any computer network, hardware, software, information technology and communications system, including any email or website .
Damage	Any accidental physical damage to, or destruction of a tangible asset
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Drone	Any remotely controlled un-manned aerial vehicle (UAV) that belongs to you or for which you are legally responsible as detailed in the schedule. This definition also includes the following accessories where designed specifically for use with the insured Drone : <ul style="list-style-type: none"> (a) Filming photographic, and infrared equipment including associated software; (b) bags and carry cases; (c) power supplies and control equipment; <p><u>The following are not included within this definition:</u></p> <ul style="list-style-type: none"> (i) aerial vehicles which weigh more than 7kg; (ii) mobile phones and PDAs; (iii) laptops and tablets; (iv) privately constructed drones;
Endorsement EC785/2004	A change to the terms of the policy . EU Regulation EU Community Liability Limits. The terms and conditions of this regulation (and any subsequent alterations/revisions as may become applicable from time to time), as it applies to Drones , with which this policy will automatically comply



Excess	The amount you must bear as the first part of each agreed claim or loss.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Geographical Limits	The geographical area as detailed in the schedule.
Hacker	Anyone who maliciously targets you and gains unauthorised access to or unauthorised use of your computer system or data held electronically by you or on your behalf, solely by circumventing electronically the security system in place to protect against such unauthorised access or unauthorised use.
Under the Influence of Alcohol	The condition in which alcohol has so far affected the nervous system, brain, or muscles of the insured as to hinder, to an appreciable degree, his ability to operate a drone in a manner that an ordinary prudent and cautious person, if in full possession of his faculties, using reasonable care, would operate under like conditions
Invasion of Privacy	Invasion of any rights of <u>privacy</u> or any nuisance, trespass or interference with any easement or right of air, light, water or way.
Period of Insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule including any endorsements.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves and any consequential loss arising therefrom.
Private/Recreational Use	The use of your drone for your entirely private/recreational purposes which does not include any form of competition, racing, stunt-flying, air display, air show, business or professional use nor its use for hire or reward, instruction (other than instruction given to you by a UK Civil Aviation Authority approved National Qualified Entity) or the intentional dropping, spraying or release of anything.
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Reconstitution of Data	Reconstitution of your electronic records that have been lost or distorted following an accident.
Standard Construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
The Drone Code	The Drone Code as issued (and updated from time to time) by the United Kingdom Civil Aviation Authority (https://dronesafe.uk/drone-code/).



Virus	Programs that are secretly introduced without your permission or knowledge including but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War, Civil Disturbance and Terrorism	<ol style="list-style-type: none">i. international war;ii. any act of hostility by a nation or state against another;iii. civil war, revolution, rebellion or insurrection;iv. the donation of any derelict mine, torpedo, bomb or other derelict weapon of war;v. labour disturbances;vi. acts of terrorists;vii. acts of persons in furtherance of a political motive
We / us / our	The Insurers named in the schedule.
Website	Any website , intranet or extranet where you have full control over the content.
You / your	The insured named in the schedule



General Conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

1) Basis of insurance

In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any question **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** know or ought to know following a reasonable search.

2) If you fail to make a Fair Presentation

- a. if **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly **we** may treat this policy as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure as was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk as follows:
 - i. if **we** would not have provided this policy **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
 - ii. if **we** would have provided this policy on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that we would not have paid if such terms had been in effect.

3) Change of circumstances

You must tell **us** as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition.

4) If you fail to notify us of a change in circumstances

- a. if **we** establish that **you** deliberately or recklessly failed to
 - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in General Condition 1. above to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances;

We may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any



claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.

- b. if **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows;
 - i. if **we** would have cancelled this policy, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if **we** would have provided this policy on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in **us** making no payment for a particular claim or loss.

5) Reasonable Precautions

- a. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.
- b. **You** will at all times operate **your** drone in accordance with CAA The Drone Code. **We** will not make any payment under this policy in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred

6) Premium Payment

We will not make any payment under this policy until you have paid the premium.

7) Cancellation

During the cooling off period

You may cancel this insurance within 14 days:

- of buying this insurance or
- of the day on which **you** receive the insurance documents,

whichever is later, by notifying the insurer via the website. If **you** are unable to do this, **you** should notify Moonrock. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

After the cooling off period

If **you** cancel this insurance outside the cooling off period, **you** will be not be entitled to a refund of any premium paid. The paid premium is considered to be fully earned from day one after the cooling off period.



Our right to cancel

We may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason - examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

8) Aggregate limit

Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.

If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover start. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

9) Rights of Third Parties

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

10) Other Insurance

We will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in **excess** of the amount that would have been payable under such other insurance had this **policy** not been effected.

11) Governing Law

Unless some other law is agreed in writing, this **policy** will be governed by the laws of England and Wales.

12) Arbitration

Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

13) Assignment

Your rights under this **policy** may not be assigned without the Insurer's prior written agreement, such agreement not to be unreasonably withheld.



14) General Exclusions

This clause shall be paramount and shall override anything contained in this **policy** inconsistent there with. In no case shall this **policy** cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii. any weapon or device employing atomic or nuclear
- iv. fission and or fusion or other like reaction or radioactive force or matter;
- v. the radioactive, toxic, explosive or any other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- vi. any chemical, biological, biochemical or electromagnetic weapons;
- vii. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electrical system.
- viii. War, Civil Disturbance and Terrorism

15) Control of Defence

We have the right but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial consideration of the cost of defence.

16) Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

17) Data Protection Short Form Information Notice (Layer 1)

Your personal information notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or



the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Aston Lark
compliance@astonlark.com
2 Amphora Place
Sheepen Rd
Colchester CO3 3EW

Munich Re Innovation Syndicate Ltd.
jschoemig@munichre.com
St. Helen's,
1 Undershaft,
London EC3A 8EE

LMA9151
25 April 2018



General Claims Conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligation

(1) **We** will not make any payment under this **policy** unless **you**:

- a. give **us** notice of anything which is likely to give rise to a claim under this **policy** as soon as is reasonably practical, but in no case later than 30 days after events which may give rise to a claim under this insurance for hull damage and no later than 7 days after events which may give rise to a claim under this insurance arising out of bodily or third party injury.
- b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
- c. report to the police, as soon as is reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

(2) **You** must:

- a. make every reasonable effort to minimise any loss, **damage** or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
- b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- c. at **our** request, confirm the facts in writing within 30 days with as much information as is available.
- d. at **our** expense, send the damaged drone to our selected drone workshop for analysis, repair and / or replacement.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

(3) Fraud

If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
- b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and



d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.



Damage to Drones

The terms and conditions as outlined in the General Claims Condition section all apply to the following section, unless specified otherwise below.

1) What is Covered

We will insure **you** against **damage** to or theft of your **drone** as specified in the schedule occurring within the **geographical limits** during the **period of insurance** up to the **amount insured** detailed in the schedule.

2) What is not Covered

We will not make any repair or provide a replacement for:

- a. **damage** to any **property** owned by you, other than your insured **drone**.
- b. **damage** caused by:
 - i. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradual deterioration;
 - ii. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire;
 - iii. **storm** or **flood** occurring while the **drone** is being stored unless it is stored in a building that is of **standard construction** or in a shipping container;
 - iv. theft or attempted theft unless the **drone** is:
 1. stored in a locked building; or
 2. out of sight in a locked boot, trailer, roof box or locked compartment of a motor vehicle and all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft; or
 3. has landed out of line of sight due to a technical failure (as reflected in the drone telemetry) and upon **you** reaching such landing point the **drone** is proven to have been subject to theft.
 - v. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing of a building in which the **drone** is being stored;
 - vi. any computer **virus**.
- c. **damage** to any **drone**:
 - i. not being used, stored or transported by **you**;
 - ii. while in flight, other than while being transported as cargo, unless the **drone** is:
 1. under **your** control;
 2. under **your** control while under the supervision of a suitable qualified assessor during an assessment with a UK Civil Aviation Authority (CAA) approved Recreational Assessment Entity (RAE)
 - iii. while being transported within the **geographical limits** of the **policy** as cargo, stowed in the hold of an aircraft or watercraft or in the custody and control of the airport or seaport or their agents, unless the **drone** is packed securely in a protective case designed to be used with the **drone**.



- iv. occurring while stored at any building, shipping container or storage unit which has been left unattended or unoccupied for more than 60 consecutive days;
- v. occurring in or over any airport, aerodrome or airfield, or which in any way breaches the rules of **drone** flying as issued by the United Kingdom Civil Aviation Authority (CAA) under the United Kingdom Navigation Order (and any alterations to this Order as issued from time to time as it applies to **drone** operations). When flown in territories of the EEA, regulations as set out by the European Union Aviation Safety Agency (EASA) have to be followed.
- vi. occurring while the **drone** is under the care or custody or control of any person under the influence of alcohol or any narcotic or controlled substance other than drugs which are:
 - 1. prescribed by such person's medical practitioner; and
 - 2. only used in accordance with the medical practitioners and manufacturer's warnings, precautions and instructions for such use;
- vii. directly resulting from its own electrical or mechanical breakdown.
- d. inherent defect or inadequate or inappropriate storage.
- e. unexplained loss or disappearance or inventory shortage.
- f. financial loss due to **your** parting with title or possession of **your drone** or rights to **your drone** prior to receiving payment in full.
- g. the cost or **damage** arising out of any routine repair, inspection, maintenance or adjustment where no prior **accident** has occurred.
- h. if the **drone** has been tampered with or had its operating systems altered from the manufacturer's standard specification unless as a requirement of the manufacturer and/or regulator.
- i. deliberate **damage** to or neglect of **your drone** by **you**.
- j. the scratching of any camera lens unless the **drone** has suffered **damage** by the same cause and at the same time.
- k. any indirect losses which result from the incident which caused **you** to claim including any loss of use or expense incurred through not being able to use **your drone** following **damage**.
- l. the amount of the **excess**.

3) How much we will pay

We will pay for repairs or replacements up to the aggregate limit shown in the schedule less the applicable **excess** unless limited below or in the schedule.

4) Repair and replacement

At **our** option **we** will repair or replace any lost or damaged item in cooperation with our selected drone workshop on the following basis:

- a. for any **drone** that can be economically repaired, the cost of the repairs.
- b. For any **drone** that cannot be economically repaired, the cost of a replacement of a new item of the same type or equivalent specification.



Public Liability

The terms and conditions as outlined in the General Claims Condition section all apply to the following section, unless specified otherwise below.

1) What is covered

Claims against you. If as a result of **your** private/recreational **drone** flying, any party brings a claim against **you** for **bodily injury** or **property damage** occurring during the **period of insurance**;

We will indemnify **you** against the sums **you** have to pay as compensation up to the limits specified in this **policy**.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

The most **we** will pay for the total of all claims, losses and defence costs is the single limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in schedule for each claim, including **defence costs**.

2) What is not covered

We will not make any payment for any claim or loss directly or indirectly due to:

- a. Loss of or **damage** to any **property** belonging to **you** or which at the time of the loss or **damage** is in your **care**, custody or control.
- b. **Any claim** brought against **you** resulting from noise or environmental pollution caused or directly attributable to **you**.
Unless caused by an **Accident** during the **period of insurance**.
- c. Transmission of a **computer virus**.
- d. Any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or **damage** to another party even if such injury or **damage** is of a different degree or type than could reasonably have been anticipated.
- e. Any **drone** flying undertaken by **you** which takes place in or over any airport, aerodrome or airfield or which in any way breaches the rules of **drone** flying as issued by the United Kingdom Civil Aviation Authority (CAA) under the United Kingdom Navigation Order (and any alterations to this Order as issued from time to time as it applies to **drone** operations).
- f. Armed Forces activities including operations, exercises and training.
- g. **You** taking or abusing alcohol or any narcotic or controlled substance, other than drugs which are:
 - i. Prescribed by such person's medical practitioner; and
 - ii. only used in accordance with the medical practitioners and manufacturer's warnings, precautions and instructions for use.
- h. **Your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- i. **We** will not provide any benefit under this **policy** to the extent that providing cover, payment of any claim or the provision of any benefit would breach any sanction,



- prohibition or restriction imposed by law or regulation.
- j. fines and contractual penalties, punitive or exemplary damages that **you** may incur.
 - k. **We** will not pay any costs or compensation relating to **your** attendance to a court or arbitration arising from an accident involving **your** operation of **your drone**.
 - l. **We** will not pay any costs to defend criminal proceedings arising from **your** operation of **your drone**.
 - m. **Any claim**, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on a judgement or award from outside the applicable courts.
 - n. **Any claim** brought against **you** resulting from the operation of **your drone** that **you** undertake in any country outside the geographical limits.