

MACHINERY BREAKDOWN INSURANCE CONTRACT

MACHINERY INSURANCE

Whereas the Insured named in the Schedule hereto has applied to BRITITAM INSURANCE COMPANY (RWANDA) LIMITED (hereinafter called "the Company") and has paid or agreed to pay the Premium stated in the Schedule as consideration for the indemnity hereinafter contained

Now this policy witnesseth that subject to the terms limitations and conditions contained herein or endorsed hereon the Company will indemnify the Insured in respect of loss damage or liability as detailed in the Specification arising from any event occurring during the Period of insurance

Provided always that

- 1 the due observance and fulfilment of the Conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to any liability of the Company under this Policy
- 2 this Policy shall not cover

(i) damage directly or indirectly occasioned by happening through or in consequence of War Invasion Act of Foreign Enemy Hostilities or Warlike Operations (whether war be declared or not) Civil War Mutiny Insurrection Rebellion Revolution Conspiracy Military Naval or Usurped Power Martial Law or State of Siege or any of the events or causes which determine the proclamation or maintenance of Martial Law or State of Siege Confiscation Destruction or Requisition by order of the Government or any Public Authority Riot Civil Commotion Strike Lock-out or directly or indirectly caused by persons taking part in Labour Disturbances or Malicious Persons acting on behalf of or in connection with any Political Organisation

(ii) (a) any accident or any 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 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this exclusion combustion shall include any self sustaining process of nuclear fission

The indemnity or compensation provided by this Policy shall not apply to nor include any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

- (iii) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

3 The liability of the Company shall not exceed the Limit of Liability expressed in the Specification

Signed for and on behalf of the Company

MANAGER

MACHINERY SCHEDULE

For the purpose of this insurance the Machinery described in this Schedule does not embrace any superheater and/or Economiser not integral with a Boiler of foundations masonry brickwork and chimneys or cooling insulating or lubricating oil or brine and other refrigerant unless specifically listed.

SPECIFICATION

MACHINERY BREAKDOWN INSURANCE

The insurance by this Policy is in respect of unforeseen and sudden damage to any Machinery described in the Machinery Schedule from any accidental cause not hereinafter excluded

- a) while it is at work or at rest
- b) while being dismantled for the purpose of cleaning inspection and overhauling or removal to another working position or in the course of these operations themselves or subsequent re-erection

at the situation specified in the Machinery Schedule

LIMIT OF LIABILITY

The amount of liability hereunder in respect of each or any of the items of machinery specified in the Machinery Schedule shall not exceed in any one period of insurance the Sum(s) insured set opposite thereto respectively

All payments made hereunder shall reduce the Sum(s) Insured unless such sum(s) insured shall be reinstated by the payment of such additional premium as the Company may require

EXCEPTIONS

The insurance does not cover irrespective of the original cause:-

1. damage due to fire or lightning extinguishing of a fire or subsequent dismantling or explosion of any kind theft aircraft and other aerial devices or articles dropped therefrom the collapse of buildings subsidence landslide water escaping from water-containing apparatus or discharge from any sprinkler installation flood inundation tidal or seismic wave tsunami tornado cyclone typhoon hurricane earthquake volcanic eruption or any other convulsion of nature

Note:- The exclusion of "Explosion of any kind" does not refer to the bursting or disruption of turbines compressors cylinders of steam engines hydraulic cylinders or fly-wheels or other apparatus subject to centrifugal force and such risks are covered by the Policy.

2. damage resulting from experiments or overload or similar tests requiring the imposition of abnormal conditions; damage due to the execution of repairs
3. damage due to faults or defects which were in existence when the insurance was arranged and known to the Insured (or his responsible representative) but not disclosed to the Company
4. wastage of material or the like or wearing away or wearing out of any part of a machine caused by or naturally resulting from ordinary usage or working or other gradual deterioration rust oxidation corrosion or erosion
5. exchangeable parts and detachable tools and appliances such as bits drills cutters knives or other cutting edges saw blades dies pattern rollers pulverising and crushing surfaces screens sieves chains belts ropes elevator and conveyor bands batteries tyres connecting wires trailing cables flexible pipes and hoses attachments working below ground level jointing and packing material and parts not made of metal (except insulation of electrical conductors).

CONDITIONS

I OBLIGATIONS OF THE INSURED

- 1 The Insured shall take all necessary steps to ensure that the machines are maintained in good working order and that they are not habitually or intentionally overloaded and the Government and other regulations relating to the operation of machinery are observed
- 2 Notice of any intended alteration of or departure from normal working conditions which would affect the risk of damage must be given to the Company. If the Company cannot approve such modification the Company may cancel the insurance in respect of the machines concerned making a proportionate return of premium
- 3 The Insured shall allow the duly authorised representative of the Company to examine the machines insured under the Policy at any reasonable time. If during inspection by an authorised representative of the Company of the Plant insured under this Policy any new facts of a nature likely to enhance the risk are observed the Insured must at the request of the Company restore

the risk to normal within the least possible time failing which the Company reserves the right to suspend the insurance by registered letter

II DUTIES FOLLOWING AN ACCIDENT

1 On the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall:-

- (a) give immediate notification to the Company
- (b) exercise all means in his power to limit the loss to salvage the insured items and to ensure their preservation
- (c) if called upon to do so by the Company deliver to the Company within 15 days a statement in writing of all particulars and details reasonably practicable and furnish all such vouchers proofs explanations and other evidence as may be reasonably required by the Company

Unless notification as required in paragraph (a) be received by the Company within three days of the occurrence which gives rise to the claim coming to the notice of the Insured the Company will be under no liability for any loss or damage occurring in connection with such event and further if the claim be in any respect fraudulent or any false declaration be made or used in support thereof all benefit under this Policy is forfeited

2 The Insured may proceed with the repair of any machine provided that Section 1 above is complied with that the carrying out of such repair is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company

III AMOUNT INSURED, INDEMNIFICATION, UNDER-INSURANCE

1 By express agreement between the parties the sum insured for each item must be equal to the new replacement value including cost of transport erection and customs dues if any

2 If at the time of the damage the sum insured be lower than the amount fixed as above the liability of the Company for any amount otherwise indemnifiable under this insurance will be limited in the proportion which the sum insured bears to the new replacement value

3 The Insured is held to bear in respect of each and every loss under this Policy the amount of the excess set opposite to each or any of the items specified in the Machinery Schedule

4 In cases where the damage can be repaired the basis of indemnification shall be the cost of restoration to working order based on the customary daily rates of wages in the district together with normal sea and land freight and erection costs and customs dues

5 Extra charges for express delivery overtime Sunday and holiday rates of wages are only paid if special provision has been made in the Policy

6 The value of the damaged parts which can be used again in any way whatsoever will be deducted

- 7 Costs of alterations additions improvements and overhauls carried out on the occasion of a repair are payable by the Insured
- 8 In cases where the insured item is totally destroyed the basis of indemnification shall be the value of the item immediately before the accident together with the cost of removing the damaged machinery but less the value of the remains. The insured item shall be regarded as totally destroyed if the repair costs as defined above equal or exceed its value immediately before the accident. By the word "value" is meant new replacement value subject to a reasonable deduction for use
- 9 If a temporary repair is carried out without the consent of the Company the cost thereof and all the consequences arising therefrom are to be borne by the Insured
- 10 Where the damage is restricted to a part or parts of an insured item the Company shall in no event be liable for an amount greater than the value of such part or parts allowed for in the sum insured plus dismantling re-erection and freight expenses. In the event of the Maker's drawings patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings patterns and core boxes

IV TRANSFER OF INTEREST

No transfer of interest in any item insured by this Policy shall affect or be binding on the Company unless notice thereof shall have been given and the Company's consent thereto in writing first obtained

V OTHER INSURANCES

The Company shall not be liable for any loss damage or liability which at the time of the happening of such loss damage or liability is insured by or would but for the existence of this policy be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected

VI RECOURSE

The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings it may consider necessary for the purpose of recovering compensation from any third party in respect of anything covered by this Policy and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings

VII TERMINATION OF INSURANCE

The Company may by notice in writing to the Insured under registered cover cancel this Policy at any time paying on demand a proportion of the premium corresponding to the unexpired risk under the Policy

VIII ARBITRATION

All differences as to the rights duties and obligations of the Insured or the Company in any way relating to or arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties or in the case of disagreement between the Arbitrators to the decision of an Umpire or Oversman to be appointed in writing by the Arbitrators before entering on the reference and unless and until an Award has been made no liability shall attach to the Company and such Award shall be a condition precedent to any right of action against the Company in respect of any claim.

ENDORSEMENTS

These endorsements Apply Only as indicated in the schedule under the heading of Operative Endorsements

1. ESCALATION CLAUSE

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the undernoted item(s), the sum (s) insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the percentage increase per annum.

Item No Specified Percentage Increase Per Annum

As specified in the schedule

Unless specifically agreed to the contrary the provisions of this Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the Insured shall notify the Insurers:-

- (i) the sum(s) to be insured under each item above, but in the absence of such instructions the sum(s) insured by the above item shall be those stated in the Policy (as amended by any endorsement effective prior to the aforementioned renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance up to that renewal date, and
- (ii) the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage(s) increase shall apply for the period of insurance from renewal.

All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

2. EXPEDITING EXPENSES

This policy is extended to cover any extra costs incurred in respect of express delivery, air-freight, overtime and holiday rates of wages in connection with repairs or replacements, otherwise indemnifiable under this insurance subject however to a limit of Kshs 500,000/- of the amount which the repair or replacement would have cost if these extra expenses had not been incurred.

3. STANDBY

Warranted by the insured that any item of Machinery marked "STANDBY" in the Machinery Schedule shall not be worked at the same time as the Item to which it is standby except for the period when the load is being transferred from one to the other.

Provided that the standby item may be turned over periodically for maintenance purposes. Provided always that if the standby machine shall be used otherwise than as above the Insured shall forthwith notify the company and pay such additional premium as may be required by the Company failing which the Company's liability thereon shall cease.

4. REINSTATEMENT OF SUMS INSURED

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on pro rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

5. LONG TERM AGREEMENT

It is hereby declared and agreed that a discount as specified in the schedule has been allowed in arriving at the net premium hereunder in consideration of the Insured having undertaken to offer the renewal of insurance for a term of five years from the date stated in the schedule and to pay the premium annually in advance provided that

- a) the Company shall be under no obligation to accept an offer made in accordance with this undertaking
- b) the policy may be varied as appropriate to include extensions of cover, to add items of plant, to delete items taken out of service and to amend Limits of Indemnity to correspond with changes in value subject in each case to appropriate alteration of premiums
- c) nothing contained in this undertaking shall prejudice any right of the company to cancel the Policy or to cancel or suspend the insurance on any item.

6. JURISDICTION CLAUSE

The Indemnity under the policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction in Rwanda.

7. GAS TURBINES

The insurance does not cover irrespective of the original cause, cracking and fracturing of casings, ducting and combustion chambers of the gas turbines insured hereunder.

Warranted that the Insured shall in all respects comply with the makers' instructions on the use and maintenance of the gas turbines insured hereunder.

8. LIFTS AND CRANES

It is understood and agreed that the insurance by this policy shall include sudden and unforeseen damage to ropes resulting in their actual and complete severance. It shall not include breakage or abrasion of wires or strands of ropes although replacement be necessitated thereby.

9. STEAM TURBINES

The insurance does not cover, irrespective of the original cause, the repair or renewal of glands or rotor shaft packing rings, delivery valves, tachometers and other recording instruments, the remaking of joints; the tightening up or re-fitting or renewal of keys; the breaking, cracking, stripping or loosening of movable or stationary blades which does not necessitate immediate stoppage.

10. STEAM TURBINES – EXAMINATIONS

Whenever the Insured contemplates dismantling or opening up the steam turbine insured hereunder for examination, overhaul, or removal, he shall notify the company of such intention, at least fifteen days in advance, in order that the Company may, if it is so desires, arrange for an examination on its own behalf.

11. STEAM TURBO-SETS – EXAMINATIONS

Whenever the Insured contemplates dismantling or opening up either the steam or electrical parts of the steam turbo sets insured hereunder for examination, overhaul, or removal he shall notify the company of such intention, at least fifteen days in advance, in order that the Company may, if it so desires, arrange for an examination to be made on its own behalf.

12. WATER TURBINES –EXAMINATIONS

Whenever the Insured contemplates dismantling or opening up the water turbines insured hereunder for examination, overhaul, or removal, he shall notify the company of such intention, at least fifteen days in advance, in order that the Company may, if it so desires, arrange for an examination on its own behalf.

13 EXPLOSION EXTENSION

Notwithstanding anything contained herein to the contrary this policy is extended to indemnify the insured up to the limit of liability stated in the schedule against:

1. Damage to the boiler or other apparatus (in which steam or air pressure is used) described in the machinery schedule hereto and to other property of the Insured.
2. Liability of the Insured at law for damage to property not belonging to the insured
3. Liability of the Insured at law on account of fatal or non-fatal injuries sustained by any person except where such injuries arise out of and in the course of employment of such person by the Insured.

Caused by Explosion or Collapse as hereinafter defined of any boiler or other apparatus described in the Schedule occurring either in the course of ordinary working or as a result of external impact or fire

DEFINITION OF EXPLOSION OR COLLAPSE

- (a) "Explosion" shall mean the sudden and violent rending or tearing apart of the permanent structure of a boiler or other apparatus by force of internal steam or fluid pressure causing bodily displacement of the structure or any part or parts thereof and accompanied by the forcible ejection of its contents. Except in the case of a steam test at a pressure not exceeding the maximum pressure permitted by the Inspecting Authority the term "Explosion" shall not mean failure under any test.
- (b) "Collapse" shall mean the sudden and dangerous distortion of any part of a boiler or other apparatus by bending or crushing caused by steam or fluid pressure whether attended by rupture or not it shall not mean slowly developing deformation due to any cause. Except in case of a steam test at a pressure not exceeding the maximum pressure permitted by the Inspecting Authority the term "Collapse" shall not mean failure under any test.

14. FLUE GAS EXPLOSION

"The insurance by this policy is extended subject to the terms limitations and conditions thereof to indemnify the insured against loss damage or liability as detailed in the policy arising as a direct consequence of and solely due to explosion of flue gases in the flues of the boilers and/or Economisers described in the machinery schedule.

“Provided that in respect of any such one item or group of items the aggregate liability of the company under the indemnity given by the policy and this endorsement taken together in respect of all occurrences happening in any one year of insurance shall not exceed the amount specified in the schedule.

15. INSPECTION WARRANTY

Warranted that all plant described in this Schedule which is subject to statutory inspection requirements is inspected by Inspectors appointed by The Government of Kenya in accordance with The Factories Act 1950 and that all recommendations are given prompt and adequate attention.

16. CONTINUOUSLY ATTENDED BOILERS

This Policy does not cover damage or liability in connection with any boiler insured hereunder unless at the time of the mishap giving rise to such damage or liability, the said boiler was under continuous supervision by a person competent to operate it.

17. BOILERS WITH FULLY AUTOMATIC CONTROLS

No indemnity shall attach under this insurance in respect of Explosion or Collapse of any boiler described in the machinery schedule unless fitted with fully automatic controls including independent overriding control capable of shutting off fuel supply should the water level fall to a predetermined low level.

18. OWN SURROUNDING PROPERTY

This Policy is extended subject to the limit of liability stated in the schedule to indemnify the insured against damage to own surrounding property directly

- (i) resulting from indemnifiable damage to any item of Machinery specified in the said schedule
- (ii) caused by impact through the normal operation of any lifting and handling plant being an item or items of machinery for the purpose of this insurance even though such plant itself is not damaged by the said impact.

The Company will not be liable under this extension for damage to Own Surrounding property caused by leakage from the machinery or by fire. “Own Surrounding Property” shall mean property belonging to the Insured or in his custody or control except for

- (a) Any part of the machinery causing the damage or any machinery or apparatus directly driving or driven by such machinery

- (b) Property being lifted, conveyed, handled, heated, cooled or processed by or contained in any machinery plant equipment or apparatus unless otherwise agreed and endorsed herein.

19. ENDORSEMENT REGARDING COMPUTER-RELATED CLAIMS

Memorandum

For the purposes of this Memorandum the expression Electronic Equipment shall mean any computer or other equipment or system for processing storing or retrieving data and shall include but shall not be limited to any computer hardware firmware or software, media, microchip, integrated circuit or similar device.

This policy does not cover loss or damage directly or indirectly caused by or contributed to by or arising from the failure or inability of any Electronic Equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000

- (i) correctly to recognize any date as its true calendar date
- (ii) to capture save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Electronic Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date

20. EXCESS

The insurer shall not be liable for the first amounts or percentages, whichever is greater, as shown in the schedule

21. SERIES LOSS

If the discovery of a defect in any electrical or mechanical plant manufactured by or for the Insured for incorporation into the Project shall indicate or suggest that a similar defect exists in any item of such plant insured under this Policy, Insurers reserve the right to suspend the insurance in respect of damage due to or arising out of the said defect unless the Insured shall forthwith investigate and if necessary rectify as soon as is reasonably practicable the defect in each property at his own expense.

22. POLITICAL RISKS EXCLUSION

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 consequence to the loss;

Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public municipal or local authority of the country or area in which the property is situated, seizure or destruction under quarantine or customs regulation.

23. MACHINERY UNDER REPAIR

It is hereby declared and agreed that in the event of any breakdown the insured shall give immediate notice thereof to the company and the company's liability in respect of the damaged machine shall forthwith cease until such machine shall have been repaired to the satisfaction of the company.

24. WAR RISK AND TERRORISTS EXCLUSION

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Act of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, whether the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

25. MAINTENANCE WORK ON ELECTRONIC COMPONENTS OF MACHINERY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, this insurance shall not cover any costs

incurred in connection with maintenance work on electronic components of the Insured machinery.

Maintenance as used in this Endorsement is understood to mean the following:

Safety checks.

- Preventive maintenance
- Rectification of loss or damage or faults arising from normal operation as well as from aging, e.g. By repair or replacement of modules, sections, and components.

26. DEPRECIATION ADJUSTMENT FOR REWINDING OF ELECTRIC MACHINES

It is agreed and understood that subject to the terms, exclusion, provisons and conditions contained in the policy or endorsed thereon, the following shall apply to this insurance:

In the event of partial damage to electric machines-the repair necessitates the rewinding of electric coils, the amount indemnifiable in respect of the pure work of rewinding and replating shall be calculated subject to an annual rate of depreciation to be determined at the time of loss in the form of a "new for old deduction" this rate not being less than 5% per annum, but not more than 60% in total.

27. OVERHAUL OF ELECTRIC MOTORS (ABOVE 750 KW FOR MOTORS WITH 2 POLES AND ABOVE 1,000 KW FOR MOTORS WITH 4 AND MORE POLES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the following shall apply to this insurance in respect of items contained in the specification of the policy:

The Insured shall arrange at his own expense an overhaul (the insured shall inform such an overhaul in good time so that the Insurer's representatives may be present during the overhaul of the insurer's expense) in a completely opened – up state after 8,000 hours of operation or after 500 start-ups or at least after two years following the last overhaul. New electric motors shall be overhauled after 2,000 hours or at least after one year of operation. The insured shall supply the Insurers with reports on this overhaul.

These provisions shall apply regardless of the commencement date of the insurance cover.

The Insured may apply for an extension of the period between overhauls. Such extension shall be granted if in the opinion of the Insurers the risk is not aggravated thereby.

If the Insured fails to comply with the requirements of this endorsement, the Insurers shall be free from all liability for loss or damage caused by any circumstance which could have been detected had an overhaul taken place.

28. TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination
- (b) Missiles, bombs, grenades, explosives

Due to any act of terrorism.

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 the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the insurers alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured.

29. NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Policy shall exclude Nuclear Energy Risks.

For all purposes of this Policy Nuclear Energy Risks shall mean all first party and/or third party insurances (other than Workers' Compensation and Employer's Liability) in respect of:-

1. All property on the site of a nuclear power station
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
2. 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

1. 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 the local Pool and/or Association.
2. 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 undernoted, Nuclear Energy Risks shall not include:-

1. 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);
2. Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of i) above;

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

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 criticality where so agreed with the relevant local Nuclear Insurance Pool and/or association.
2. The provision of any insurance or reinsurance for the undernoted perils:-
 1. Fire, lightning, explosion
 2. Earthquake
 3. Aircraft and other aerial devices or articles dropped therefrom
 4. Irradiation and radioactive contamination
 5. Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association

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

30. CLARIFICATION AGREEMENT

Property damage covered under this policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this policy.

Loss of or damage to data or software, particularly any detrimental change in data, software, or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such a loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programmes, and any business interruption losses resulting from such loss or damage.

31. LIEN CLAUSE

Loss if any payable under this policy is payable to as their interest may appear and whose receipt will be a valid discharge.

32. CANCELLATION NOTICE – 45 DAYS

This Policy may be cancelled by the Insurer sending 45 days' notice by registered letter to the last known address of the Insured.

18. CASH AND CARRY

You are required to pay your premium on or before the commencement of cover. Please note that the Company shall only assume risk upon receipt of the full premium”.