



UAS Annual Insurance

Policy Wording

The cover you have purchased is Section 3, Legal Liability to Third Parties only.

Please refer to your schedule of benefits.

Notices

Introduction

Thank you for choosing FlyCovered Annual UAS Insurance.

This document, the **schedule** and any **endorsements** make up **your policy**. **You** should read these documents carefully and make sure that they meet **your** needs. It is important that:

- **you** check that the **sections** of coverage **you** have requested are included in this **policy**;
- **you** comply with **your** duties under each **section** and under this **policy** as a whole. Failure to comply with the terms of this **policy** may result in **your** claim being refused or reduced where that claim has been affected by **your** failure to comply.

You should regularly review **your** cover to ensure that it is adequate and continues to meet **your** needs.

You can access all details of **your** insurance including **your** insurance documents through **your** FlyCovered account at www.flycovered.com. To log into **your** account **you** will require **your** account password, **your** postcode and **your** email address.

Defined Terms

Certain words or phrases in this **policy** have specific meaning as defined within this **policy** and wherever these words appear in bold in this **policy** the defined meanings shall apply. These defined words or phrases can be found under the Definitions section of this **policy**. Headings are inserted for the purpose of convenient reference only and are not to be considered part of this **policy**.

Understanding this Policy

You must read this **policy** in its entirety as conditions, exclusions and other limitations apply.

The **policy** is made up of different classes of insurance, which are set out in separate **sections** of this **policy** with specific terms applying to each **section** separately in addition to general terms applying to all the **sections**. The cover **you** have purchased or not purchased under this **policy** is shown in the **schedule**.

Your attention is also drawn to the warranties contained in this **policy** (see the Warranties applicable to this Policy **section**).

If **you** think there is a mistake in or a change needs to be made to this **policy**, then this can be done by advising the **insurer** via **your** FlyCovered account at www.flycovered.com where **you** will require **your** account password, **your** postcode and **your** email address to log into **your** account, by telephone on 0345 519 4678 or by email to info@flycovered.com

How to make a Claim

In the event of a claim or **occurrence** or incident or circumstances likely to give rise to a claim, please refer to Claims Notification, General Condition 7.

There are further obligations imposed on **you** under this **policy** in respect of claims, **occurrences** or incidents or circumstances likely to give rise to a claim. These can be found under the General Conditions **section** of this **policy** and where applicable, other **sections** of this **policy**.

Questions and Concerns about this Policy and how to make a Complaint

The **insurer's** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times the **insurer** is committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about this **policy**, the servicing of it or the handling of a claim (or claims) under it, **you** should, in the first instance contact:

3XD Limited
PO Box 672
Longridge
Preston
Lancashire
PR3 8AD

telephone: 0345 519 4678
fax: 0345 838 8826
email: info@flycovered.com

stating the nature of **your** enquiry along with the policy number as shown in the **schedule** and, if applicable, claim(s) references.

In the event that **you** are dissatisfied and/or have a complaint **you** can refer the matter to the **insurer** by contacting:

The Complaints' Team, Tokio Marine Kiln
address: 20, Fenchurch Street, London EC3M 3BY
telephone: +44 (0) 20 7886 9000
e-mail: complaints@tokiomarinekiln.com

If **you** are not satisfied with the **insurer's** response, **you** may refer to Lloyd's by contacting:

The Complaints' Team, Lloyd's
address: Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
telephone: +44 (0) 7327 5693
e-mail: complaints@lloyds.com
facsimile: +44 (0) 7327 5225
website: www.lloyds.com/complaints

Details of Lloyd's complaints' procedures are set out in a leaflet "Your Complaint – How Can We Help" available at www.lloyds.com/complaints.

If **you** remain dissatisfied after Lloyd's has considered the matter, **you** may be able to refer the complaint to the United Kingdom's Financial Ombudsman Service (FOS) by contacting:

The FOS
address: Exchange Tower, London E14 9SR
telephone: 0800 0234 567 (calls are free from fixed
lines in the United Kingdom),
or 0300 1239 123
e-mail: [complaint.info@financial-
ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS will deal with complaints from insureds who are private individuals or small or medium sized businesses or charities or trusts. Not all businesses, charities or trusts are eligible to complain to the FOS; **your** eligibility to complain to the FOS will depend on the size of the business, charity or trust. To check if **you** are eligible **you** can refer to the FOS using the contact details immediately above.

Making a complaint does not affect **your** right to take legal action; however, the FOS will not adjudicate on any cases where litigation has commenced.

If **you** have purchased this insurance online **you** can also make a complaint through the European Union's online dispute resolution (ODR) platform. The website for the ODR platform is:
<http://ec.europa.eu/odr>.

Data Protection Statement

For the purposes of this Notice only, "**we/us/our**" means the **insurer**, the **administrator** and any agents. **You/your** means the **insured**, and anyone who provides data to the **administrator**, or who is or becomes insured by **us** under this **policy**.

The security of data is very important to **us**, which **we** will handle with all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under this **policy** for **our** administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary personal data uses and disclosures set out in the [London Insurance Market Core Uses Information Notice](#) which **you** should review.

All data may be used by **us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **your** express consent. All data provided by **you** about other people to be insured, such as family, friends or other associates, must be with their permission. It is **your** responsibility to inform them about **our** use of their data.

Data will not be retained for longer than necessary and will be deleted within 7 years after expiry of this **policy**, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information, to correct any inaccuracies

and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **you** should contact the **administrator**.

If **you** are not satisfied with the way in which any personal data has been managed, **you** may complain to the Information Commissioner's Office at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

telephone: 0303 123 1113 (local rate) or 01625
545 745 (national rate)
email: casework@ico.org.uk

Insurance Premium Tax

The premium payable under this **policy** may be subject to compulsory Insurance Premium Tax, which shall be payable by **you** at the appropriate rate. The applicable Insurance Premium Tax is shown in the **schedule** and/or on the applicable premium debit note(s)/invoice(s).

In the event that the rate or application of Insurance Premium Tax changes during the **period of insurance** and any premium payable during the **period of insurance** is subject by law to such change or application, then that premium payable shall incorporate such change or application.

Law and Jurisdiction

This **policy** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Language

The language of this **policy** shall be English.

Telephone Call Recording

For **your** and the **insurer's** joint protection and for the use of quality control and staff training, telephone calls may be recorded and/or monitored by the **administrator**.

Trading Sanctions/Restrictions

The **insurer** shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Disclosure and Accuracy of Information

You must take care to give accurate and complete information relating to the insurance provided by this **policy**.

If **you** become aware that the information **you** have given to the **insurer** via the **administrator** is inaccurate or incomplete or **you** have any particular concerns about any of the information **you** have provided or should provide, before or during the **period of insurance**, then **you** must advise the **insurer** via the **administrator**.

If the information **you** have given the **insurer** in relation to this insurance proves to be inaccurate or incomplete, then the **insurer** may:

- amend the terms of this **policy**, which may be applied as if they were already in place prior to any claim; or
- reduce the amount the **insurer** pays on a claim in the proportion the premium paid bears to the premium the **insurer** would have charged **you** had the information not been inaccurate or incomplete; or
- treat this **policy** as if it never existed, which means no claims will be paid and the premium paid under it will be returned to **you**. This will only be done if this insurance would not have been provided if the information given had not been inaccurate or incomplete.

If the **insurer** establishes that **you** deliberately or recklessly provided false or misleading information in relation to the insurance provided under this **policy**, the **insurer** will treat this insurance as if it never existed, which means no claims will be paid and the **insurer** will not return the premium. If this happens the **insurer** will advise **you** in writing at **your** address shown in the **schedule**.

Change in Risk Information

If:

- the information **you** have given the **insurer** in relation to the insurance provided under this **policy** changes; or
- there is any significant change in or variance of the risk(s);

before or during the **period of insurance** then the **insurer** needs to know as it may result in:

- the **insurer** applying different terms; and/or
- a claim not being paid (in whole or in part); and/or
- the **policy** no longer being suitable to meet **your** needs.

To enable the **insurer** to assess any such changes or variations in information and/or risks **you** must tell them as soon as is reasonably practicable of any such changes or variations. This can be done by advising the **insurer** via **your** FlyCovered account at www.flycovered.com where **you** will require **your** account password, **your** postcode and **your** email address to log into **your** account, by telephone on 0345 519 4678 or by email to info@flycovered.com.

When notified of any change to information **you** have provided to the **insurer** the **insurer** will inform **you** by email containing a revised **schedule** and/or **certificate of insurance**, via the **administrator**, of the **insurer's** acceptance to the change. In addition, the **insurer** may require an adjustment to the premium and/or the **insurer** may amend the terms of this **policy**. However, should the change not be acceptable to the **insurer**, they may cancel this **policy** in accordance with the cancellation provisions below.

Please note that any change in circumstances may be subject to a charge levied by the **administrator**. Any charges levied by the **administrator** will be in accordance with the terms and conditions agreed between **you** and them at the time **you** purchased this **policy**.

Cancellation of this Policy

1 Cancellation by You

You are entitled to cancel this **policy** at any time by notifying the **administrator** by telephone 0345 519 4678, by email to info@flycovered.com or in writing to 3XD Limited, PO Box 672, Longridge, Preston, Lancashire, PR3 8AD.

2 The Insurer's Right to Cancel

The **insurer** may also cancel this **policy** by notifying **you** via the **administrator** if:

- (a) **you** fail to pay premium instalments by the due dates (see Premium Payment Clause in the **schedule**); or
- (b) **you** provide any information that proves to be inaccurate or incomplete (see Disclosure and Accuracy of Information Notice in this **policy**); or
- (c) there is a change or variation in the risk which means the **insurer** can no longer provide the insurance cover under this **policy** or the extent of the change or variation makes the risk unacceptable to the **insurer** in which case the **insurer** will cancel this **policy** by giving **you** 30 days' written notice via the **administrator**. The cancellation will take effect 30 days after the day **you** are notified of the cancellation and the **insurer** shall return the premium paid for the unused **period of insurance** (provided no claim has been or could be notified); or

In accordance with the Change in Risk Information condition under this Notices section the **insurer** may not pay any claim

where that claim arises from or relates to a change or variation in risk; or.

- (d) **you** make a claim under this **policy** through concealment, misstatement or by recklessly or deliberately providing false information (see Fraudulent Claims, General Condition 9), then the **insurer** will cancel this **policy** with immediate effect from the date the fraud was committed, and will notify **you** of the cancellation in writing via the **administrator**.

In the event of cancellation by **you** or the **insurer** any return of premium due to **you** will be calculated at a proportionate daily rate depending on the number of remaining **policy days** in respect of the unexpired **period of insurance**.

Your attention is also drawn to the following cancellation and termination conditions:

- (a) Optional Coverage Extension 1, Strikes, Malicious Acts and Hi-jack Coverage applicable to Sections 1 and 2 of this **policy**.
- (b) Paragraph 4 (b) of Section 3 of this **policy** – Review and Cancellation applicable to Coverage 4 – war and related perils.
- (c) Coverage 4 – war and related perils – shall also terminate automatically in certain circumstances as detailed in paragraph 4 (a) in Section 3 of this **policy** – Automatic Termination.

There will be no return of premium where a claim has been paid or is payable under this **policy**.

Any refund of premium from the **insurer** in respect of any of the above 'Cancellation of this Policy' provisions may be subject to a charge levied by the **administrator**. Any charge levied by the **administrator** will be in accordance with the terms and conditions agreed between **you** and them at the time you purchased this **policy**.

Agreement to Insure

The insurance provided under this **policy** has been arranged through:

3XD Limited

3XD Limited is authorised and regulated by the Financial Conduct Authority (FCA), with the Financial Services number of 469379. Registered in England with the number of 5729788.

3XD Limited has arranged the insurance provided under this **policy** in accordance with the authorisation granted to it under a contract of delegated authority by the **insurer**, with the unique market reference number (UMRN) for the delegated authority shown in the **schedule**.

This **policy** is an insurance contract between **you** and the **insurer**.

Provided the premium (including the applicable Insurance Premium Tax) has been paid by **you** in

accordance with the terms of this **policy**, the **insurer** shall provide the insurance in accordance with the terms of this **policy**.

Only **you** and the **insurer** can enforce the terms of this **policy**. The Contracts (Rights of Third Parties) Act 1999 will not grant any rights under this **policy** in favour of or enforceable by any third party.

The Insurer's Regulatory Status

The **insurer** is authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and Financial Conduct Authority (FCA), with a Financial Services Register number of 204909

The above can be checked and further details obtained from:

www.bankofengland.co.uk for the PRA, and

<https://register.fca.org.uk> for the FCA

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

Regulation (EC) No 785/2004 of the European Parliament

This **policy** provides the necessary coverage required in accordance with Regulation (EC) No 785/2004 of the European Parliament and of the Council of 21 April 2004. The **insurer** will not be liable in any way if **you** fail to purchase insurance cover for the required limits of liability. For clarification, please contact the **administrator**.

Definitions

activities covered

Business and/or **commercial** activities including **continuation flying** as shown in the **schedule**.

administrator

3XD Limited
PO Box 672
Longridge
Preston
Lancashire
PR3 8AD

telephone: 0345 519 4678
fax: 0345 838 8826
email: info@flycovered.com

annual aggregate

The total amount the **insurer** will pay as claims under this **policy** during the **period of insurance**. If the **period of insurance** exceeds 12 months, the annual aggregate will be increased proportionately by the ratio that the excess period bears to the **period of insurance**. The same method will be conversely

applied for any **period of insurance** less than 12 months.

bodily injury

Physical injury including death resulting from such injury but excluding nervous shock or psychological injury unless accompanied by and directly caused by such physical injury to the same individual.

business

Your use of the **UAS** in the normal course of your work and/or work duties.

cargo

Merchandise or goods for delivery by or carried by the **UAS** in exchange for remuneration.

chemical liability

Bodily injury and / or **property damage** to third parties caused by chemicals, dusting powders, seeds, fertilizers or compounds.

certificate of insurance

The evidence in writing issued by the **administrator**, and sent by email to **you**, confirming the existence of **flight** risk cover. It includes but is not limited to your details and the **activities covered**.

commencement of the operation of fitting it to

From the moment the property ceases to be in contact with the ground or the trolley/stand on which it is located when the process of fitting it to the **UAS** is commenced.

commercial

Your use of the **UAS** for the benefit of third parties, in exchange for remuneration, as identified in the information supplied to the **insurer** when applying for this insurance.

computer virus

Programming code or series of instructions introduced without your permission or knowledge that are designed to achieve an unexpected, unauthorised, undesirable effect on or operation of a **system** or **ground control station**, transmitted via networks, extranets, internets or electronic mail or attachments thereto.

confiscation

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.

continuation flying

Use of the **UAS** for the purpose of the **UAS operator** maintaining their skill and proficiency of operation of the **UAS** for the **activities covered**, which includes participating in or on a training course for such purpose.

deductible

The amount that is to be paid by **you** and is deducted from each claim or each **occurrence** as shown in the

schedule. If a claim is less than the deductible amount then **you** will bear all of the claim.

In the event of an **occurrence** involving more than one deductible under Section 3 of this **policy**, then if beneficial to **you**, only one deductible shall apply being the highest deductible applicable to the **occurrence**.

detachable payload(s)

The removable equipment shown in the **schedule** that is used for photography/filming, thermal scanning or other types of survey. Such equipment is additional to the **UAS** and counted outside of the weight of the **UAS** itself.

endorsement(s)

Any special terms and conditions added to this **policy**.

flight(s)

Occurs from the time the **UAS** is switched on, attempts to take off, whilst in the air, and until the **UAS** completes its landing and is powered down.

force majeure

Unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided.

ground

Whilst the **UAS** is not in **flight**.

ground control station

An interface which can be used to control/monitor single/multiple UAS flights during **flight**. The interface may also provide effective control of both **detachable payloads** / **non-detachable payloads**, potentially allowing data collated whilst in **flight** to be monitored.

hi-jack

Any unlawful seizure or wrongful exercise of control of the **UAS** which shall include:

- (a) any attempt at such seizure or control;
- (b) where such seizure or control is caused by hacking, spoofing or the transmission of a **computer virus**.

insured/you/your

The party named in the **schedule**.

insured value

The market values of the **UAS** (and **detachable payload** where applicable) as determined by the **insurer** at the date of the loss or damage giving rise to a claim, taking into account all material aspects including age, wear and tear, and service history.

However, Insured Values shown in the **schedule** represent the estimated market values supplied by **you** to the **insurer** at the inception of this **policy**. The **insurer** will never pay more than these amounts.

insurer

Tokio Marine Kiln Aviation at Lloyd's, Syndicate 510, being part of Tokio Marine Kiln Syndicates Ltd.

Part(s) of the **policy** that detail(s) the insurance cover provided.

invasion of privacy

Data collected from the **UAS** whilst in **flight** and subsequently made available to third parties without the consent of the party to whom the data relates, including any breach of confidentiality, infringement, or violation of any right to privacy, or of any statutes, laws and regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information.

malicious acts

Any malicious act including vandalism or act of sabotage.

noise liability

Claims for **bodily injury** and/or **property damage** arising from the noise of the **UAS** whilst in **flight**.

non-detachable payload(s)

Any equipment which forms an integral part of the **UAS** and is not intended to be removed from the **UAS**.

occurrence(s)

An accident or a continued or repeated exposure to conditions occurring during the **period of insurance** which is neither expected nor intended from **your** standpoint. All liability arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one occurrence.

overhaul cost

The costs of labour and materials which are or would be incurred in the overhaul or replacement (as necessary) at the end of the **overhaul life** of the damaged or similar **unit**.

overhaul life

The amount of use, or operational and/or calendar time which, according to the manufacturer of the **UAS** and evidenced to **you**, determines when overhaul or replacement of a **unit** is required.

period of insurance

The length of time for which this **policy** is in force, from the start date until the expiry date, as shown in the **schedule** and for which **you** have agreed to pay a premium.

policy

This document, the **schedule** and any **endorsements** attached or attaching to this document and/or the **schedule**.

policy days

All the days that make up the **period of insurance**.

property damage

Physical loss of or damage to or destruction of tangible property only.

section(s)

schedule

The document setting out information provided to the **insurer** that shows the insurance coverage and the premium paid and includes the **schedule of UAS**. The **administrator** will send **you** the **schedule** by email when **you** purchase this **policy**.

A revised **schedule** will only be issued when there are variations to the terms and conditions of this **policy**.

schedule of UAS

The **UAS** covered by this **policy** as shown in the **schedule**.

strikes

Strikes, riots, civil commotions or labour disturbances.

sub-limit(s)

A financial limitation in this **policy** on the amount of coverage available to cover a specific type of loss. A sub-limit is part of, rather than in addition to, the limit that would otherwise apply to that loss.

system

Computers, other computing and electronic equipment linked to a computer, hardware, or electronic data processing equipment owned or leased by **you**, not inclusive of the **ground control station**.

terrorism

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.

tethered aerostats

A balloon, deriving its lift from the buoyancy of surrounding air, and connected to the ground at all times by a cable.

total loss

Physical damage to the **UAS** where in the reasonable opinion of the **insurer**:

- (a) the **UAS** is damaged to such an extent that it cannot economically be repaired; or
- (b) the cost of repairing the **UAS** is estimated to exceed the **insured value**; or
- (c) the **UAS** cannot be located 14 days after:
 - (i) the commencement of **flight** and arising from the **activities covered**; or
 - (ii) the date on which the theft was reported to the **insurer**.

transit

The carrying of the **UAS** and/or **UAS spares** from one location to another whilst packed in accordance with the relevant manufacturers' guidelines or the **UAS** is in a securely locked and padded UAS flight case and the **UAS spares** are in a securely locked and padded UAS

spare parts case.

UAS

An aircraft owned by **you** or utilised under **your** care, custody, possession or control which is operated remotely without any on-board pilot, for which **you** are legally responsible, as shown in the **schedule of UAS**. **UAS** includes any **non-detachable payload** and/or **detachable payload** where applicable and/or **tethered aerostats** but excludes kites.

UAS operator

The person who at all times directly manipulates the flight controls of the **UAS** and exercises direct authority over the initiation, continuation, diversion or termination of the **UAS flight**, excluding observers employed by **you**.

UAS spares

All equipment owned by **you** destined to be fitted to or form part of the **UAS** and ancillary equipment including the **ground control station** exclusively associated with the **activities covered**.

UAS spares does not include **detachable payloads**, for which cover applies in accordance with Section 1 of this **policy**.

unit

A part or an assembly of parts (including any sub-assemblies) of the **UAS** which has been assigned an **overhaul life** as a part or an assembly.

vicariously liable

The liability of one person for the acts or omissions of another.

war

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.

**Section 1
Physical loss of or damage to UAS**

Coverage

The **insurer** will pay **you** for physical loss of or damage to the **UAS**, inclusive of theft, occurring during the **period of insurance** and arising from the **activities covered**, whilst in **flight**, on the **ground** or in **transit** up to the **insured value**, less any applicable **deductible**.

Exclusions applicable to this section

This **section** does not apply to:

- 1 loss or damage caused by:
 - (a) wear and tear or deterioration;
 - (b) defect, malfunction, breakdown or failure howsoever caused in any **unit** of the **UAS** and the consequences thereof within that **unit**. However, physical loss of or damage to

the **UAS** consequent upon such defect, malfunction, breakdown or failure is covered.

- 2 loss of or damage to an engine **unit** caused by the ingestion of stones, grit, dust, sand, ice or any corrosive or abrasive material or any other substance which has a progressive or cumulative engine damage effect. Such loss or damage shall be regarded as wear and tear or deterioration and shall be excluded. However, ingestion causing sudden loss or damage to the **UAS** which is attributable to a single identifiable incident is covered.
- 3 loss or damage caused by:
 - (a) rot, fungus, mould, vermin, infestation, rust, oxidation, warping or shrinkage;
 - (b) dryness or humidity, or exposure to light or extreme temperatures, unless this results from high winds of destructive nature, rainstorm, hailstorm or snowstorm or fire;
 - (c) seepage, pollution or contamination of any type.
- 4 depreciation in value of the **UAS**.
- 5 theft or attempted theft of the **UAS**:
 - (a) by **you** or with **your** knowledge or consent; or
 - (b) by others. However, theft by others involving violent or forcible entry to or exit from a building, shipping container, gated compound secured with a closed shackle padlock, or locked boot, trailer, roof box or locked compartment of a motor vehicle, is covered under this **section** provided all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft and the **UAS** is kept out of sight at all times.
- 6 loss or damage occurring whilst the **UAS** is being used for any illegal activity or whilst at air shows or participating in air racing events/meets or for any activity other than the **activities covered**.
- 7 loss or damage occurring whilst the **UAS**, when in **transit** or not in use, is not packed in accordance with manufacturer guidelines or in a securely locked and padded UAS flight case.
- 8 loss or damage occurring whilst the **UAS** is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the **UAS**, unless due to **force majeure**.
- 9 claims arising from **your** failure to take all reasonable care/measures to protect the **UAS** at all times and to maintain/operate it in good and proper condition in accordance with the manufacturer's guidelines.
- 10 loss or damage caused by maintenance, repair, renovation, restoration, modification or any similar process except where the **UAS** is being cleaned, repaired, inspected, worked on or maintained by a

third party for whose acts or omissions **you** are **vicariously liable** or otherwise responsible or liable.

- 11 scratching / fogging / misting of lenses and /or mechanical or electrical derangement of **detachable payload** and **non-detachable payload** unless the **UAS** suffers damage at the same time.

12 loss or damage caused by:

- (a) **war, terrorism or confiscation;**
- (b) **strikes, malicious acts or hi-jack;**

which would include whilst the **UAS** is outside of **your** control by reason of any of the above perils. However, Exclusion (b) above shall not apply where Optional Coverage Extension 1, Strikes, Malicious Acts and Hi-jack Coverage is shown as being 'Included' for **UAS** in Item 11 of the **schedule**.

Conditions applicable to this section

- 1 Dismantling, Transport and Repairs

If the **UAS** is damaged:

- (a) no dismantling or repairs shall be commenced without the consent of the **insurer** except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;
- (b) the **insurer** will pay only for repairs and transport of labour and materials by the most economical method unless the **insurer** agrees otherwise with **you**.

- 2 Partial Loss

If the **insurer** settles a claim other than on the basis of a **total loss** they will pay the cost of repairing the **UAS** less:

- (a) any applicable **deductible** and/or
- (b) an amount for wear and tear of any **unit**. This will be calculated as the proportion of the **overhaul cost** of any **unit** repaired or replaced as the used time bears to the **overhaul life** of the **unit**.

- 3 Total Loss

If the **insurer** settles a claim on the basis of a **total loss** they will pay the **insured value** of the **UAS** less any applicable **deductible**.

- 4 Salvage

If the **insurer** settles a claim on the basis of a **total loss**, the respective **UAS** will no longer be insured under this **policy**, and the **insurer** may take the **UAS** together with all documents of record, registration and title as salvage.

- 5 Right of Ownership

Unless the **insurer** agrees in writing to take the **UAS** as salvage the **UAS** shall at all times remain

your property and **you** shall have no right of abandonment to the **insurer**.

- 6 Detachable Payloads

The coverage afforded by this **section** in respect of **detachable payloads** applies whether attached to the **UAS** or not for purposes of the **activities covered**.

Section 2
Physical loss of or damage to UAS Spares

Coverage

The **insurer** will pay **you** for physical loss of or damage to **UAS spares**, inclusive of theft, occurring during the **period of insurance**, being **your** property or the property of others for which **you** are responsible, whilst such property is in **your** care, possession, custody or control on the ground, or whilst in **transit** by any conveyance, up to the limit as shown in the **schedule**, less any applicable **deductible**.

Exclusions applicable to this section

This **section** does not apply to:

- 1 loss of or damage to **UAS spares** occurring at any time after the **commencement of the operation of fitting it to** or placing it on board the **UAS** to which it is destined.
- 2 loss of or damage to **detachable payloads**.
- 3 loss of or damage to an engine occurring during the running or testing thereof.
- 4 loss or damage caused by mechanical or electrical derangement.
- 5 loss or damage caused by wear, tear or deterioration.
- 6 loss or damage caused by:
 - (a) rot, fungus, mould, vermin, infestation, rust, oxidation, warping or shrinkage;
 - (b) dryness or humidity, or exposure to light or extreme temperatures, unless this results from high winds of destructive nature, rainstorm, hailstorm or snowstorm or fire;
 - (c) seepage, pollution or contamination of any type.
- 7 depreciation in value of the **UAS spares**.
- 8 theft or attempted theft of the **UAS spares**:
 - (a) by **you** or with **your** knowledge or consent; or
 - (b) by others. However, theft by others involving violent or forcible entry to or exit from a building, shipping container, gated compound secured with a closed shackle padlock, or locked boot, trailer, roof box or locked compartment of a motor vehicle, is covered

under this **section** provided all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft and **UAS spares** are kept out of sight at all times.

- 9 loss or damage caused by maintenance, repair, renovation, restoration, modification or any similar process except where the **UAS spares** are being cleaned, repaired, inspected, worked on or maintained by a third party for whose acts or omissions **you** are **vicariously liable** or otherwise responsible or liable.
- 10 claims arising from your failure to take all reasonable care/measures to protect the **UAS spares** at all times.
- 11 unexplained loss or disappearance or inventory shortage of **UAS spares**.
- 12 loss or damage occurring whilst the **UAS spares**, when in **transit** or storage, are not packed in accordance with manufacturer guidelines or a securely locked and padded UAS spare parts storage case.
- 13 loss or damage caused by:

(a) **war, terrorism or confiscation;**

(b) **strikes, malicious acts or hi-jack**

which would include whilst the **UAS spares** are outside of **your** control by reason of any of the above perils. However, exclusion (b) above shall not apply where Optional Coverage Extension 1, Strikes, Malicious Acts and Hi-jack Coverage is shown as being 'Included' for **UAS spares** in Item 11 of the **schedule**.

Conditions applicable to this section

1 Spares records

You shall keep a proper record of all items of **UAS spares** from time to time insured under this **section** and of the value of each item.

2 Rights of Ownership

Unless the **insurer** elects to take the **UAS spares** as salvage the **UAS spares** shall at all times remain **your** property and **you** shall have no right of abandonment to the **insurer**.

3 Salvage

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this **section** shall be applied as if recovered or received prior to that settlement and all necessary adjustments shall be made by the parties thereto.

Section 3 Legal liability to Third Parties

Coverage

The **insurer** will pay to or on behalf of **you** all sums for which **you** shall become legally liable to pay, and shall pay, as compensatory damages for:

- 1 **bodily injury** and/or **property damage** to third parties;
- 2 **invasion of privacy;**
- 3 **noise liability;**

caused by an **occurrence** arising out of the use of the **UAS** during and as part of the **activities covered** subject to the applicable limits or **sub-limits** as shown in the **schedule**, less any applicable **deductible**.

This **section** includes a claim for compensatory damages by a third party against any of **your** sub-contractors, outsourcers, employees or volunteer workers when they are acting on **your** behalf and for whom **you** are **vicariously liable**

- 4 war and related perils;

Coverage 1 of this **section** includes claims arising from **war, strikes, malicious acts, terrorism, confiscation** and **hi-jack** which would also include whilst the **UAS** is outside **your** control by reason of any of these perils.

(a) Automatic Termination

Coverage 4 shall terminate automatically in the following circumstances:

- (i) upon the outbreak of war (whether there be a declaration of war or not) between any 2 or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America;
- (ii) in respect of **war**, upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the **UAS** may be involved; or
- (iii) the **UAS** is requisitioned for either title or use upon such requisition;

provided that if the **UAS** is in the air when (a) (i), (ii) or (iii) occurs, then Coverage 4 (unless otherwise cancelled, terminated or suspended) shall continue in respect of such **UAS** until completion of its first landing thereafter.

(b) Review and Cancellation

- (i) The **insurer** may give notice to review premium and/or geographical limits – such notice to become effective on the expiry of 7 days from 23:59 hours local standard time at **your** address on the day on which notice is given.
- (ii) Following a hostile detonation as shown in (a) (ii) above, the **insurer** may give notice of cancellation in respect of one or more

parts of the coverage provided for **strikes, malicious acts, terrorism, confiscation and hi-jack**, such notice to become effective on the expiry of 48 hours from 23:59 hours local standard time at **your** address on the day on which notice is given.

- (iii) Coverage 4 may be cancelled by either the **insurer** or **you** giving notice to become effective on the expiry of 7 days from 23:59 hours local standard time at **your** address on the day on which such notice is given.

(c) Notices

All notices in respect of Coverage 4 shall be in writing via the **administrator**.

The limit of the **insurer's** liability for Coverages 2, 3 and 4 shall be the applicable **sub-limit** as shown in the **schedule** each **occurrence** and in the **annual aggregate**. This sub-limit is part of, and not in addition to, the applicable section limit for Coverage 1 above.

Exclusions applicable to this section

This **section** does not apply to:

- 1 **property damage** to property owned, rented, leased or occupied by, or whilst in the care, custody or control of, or whilst being handled, serviced or maintained by **you** or any of **your** employees or the **UAS operator**.
- 2 the **UAS** whilst being used for any illegal activity or for any activity other than **activities covered**.
- 3 **bodily injury** or **property damage** occurring whilst the **UAS** is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the **UAS**, unless such non-compliance is due to **force majeure**.
- 4 liability assumed by **you** by agreement under any contract unless such liability would have attached to **you** in the absence of such agreement.
- 5 any claims:
 - (a) caused by pollution or contamination of any type, which includes electrical or electromagnetic interference, other than as provided for by Coverage 3 when shown in the **schedule** as operative; or
 - (b) for **chemical liability**
- 6 **bodily injury** or **property damage** caused by any mechanically propelled vehicle which **you** may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway.
- 7 liability arising out of any air meet, air race, or air show, nor any stand used for the accommodation

of spectators in connection therewith, unless agreed otherwise by the **insurer**.

- 8 **bodily injury** or **property damage** arising out of construction of, demolition of or alterations to buildings, runways, or installations by **you** or **your** contractors or sub-contractors (other than normal maintenance operations) unless agreed otherwise by the **insurer**.
- 9 **bodily injury** or **property damage** arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by **you** or **your** employees after such goods or products have ceased to be in the possession or under **your** control.
- 10 **bodily injury** to or property damage sustained by any person, who at the time of sustaining such injury or damage is engaged in **your** service or acting on **your** behalf, or liability for which **you** or **your** insurer may be held liable under any workers compensation, unemployment compensation or disability benefits law or any similar law.
- 11 the cost of making good any faulty workmanship for which **you, your** employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
- 12 liability arising out of the operation of an airfield control tower unless agreed otherwise by the **insurer**.
- 13 claims arising from **your** failure to take all reasonable care/measures to protect the **UAS** at all times and to maintain/operate it in good and proper condition in accordance with the manufacturer's guidelines.
- 14 any claims caused by:
 - (a) the actual, alleged or threatened presence of asbestos in any form, or any material or product containing, or alleged to contain, asbestos; or
 - (b) any obligation, request, demand, order, or statutory or regulatory requirement that **you** or others test for, monitor, clean up, remove, contain, treat, neutralise, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

Regardless of any other provisions in this **section**, the **insurer** will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (a) or (b) of this exclusion.
15. any claims caused by **war, strikes, malicious acts, terrorism, confiscation and hi-jack** in respect of Coverages 2 and 3.

Conditions applicable to this Section

- 1 Limitation of Liability

If the **insured** comprises of more than one party under this **section**, whether by **endorsement** or otherwise, the total liability of the **insurer** in respect of any or all insureds shall not exceed the applicable limit as shown in the **schedule**.

General Exclusions

The following exclusions apply to this **policy** in addition to specific exclusions as contained in each individual **section**:

This **policy** does not apply to:

- 1 (a) any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- (b) any products or services which include, involve or relate in any way to anything in (a) above, or the storage, handling or disposal of anything in (a) above; or
- (c) all operations carried out on any site or premises on which anything in (a) or (b) above is located;
- 2 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.
- 3 any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
- 4 any indirect or consequential loss or expense incurred which results from the **occurrence**, incident or circumstance which caused **you** to claim under this **policy** and which includes but is not limited to any loss of use, income or contract or interruption to **your** business or any third party business or personal property affected by such **occurrence**, incident or circumstances.
- 5 loss of or damage to the **UAS** or **UAS spares** or **bodily injury** or **property damage** to third parties or any **flight** which occurs over or within the following territories, unless as a result of **force majeure** or where the **insurer** has agreed otherwise prior to the commencement of any such **flight**:

Algeria
 Burundi
 Cameroon
 Central African Republic
 Democratic Republic of Congo
 Ethiopia
 Kenya
 Mali
 Mauritania

Nigeria
 Somalia
 The Republic of Sudan
 South Sudan
 Colombia
 Peru
 Afghanistan
 North Korea
 Pakistan
 Georgia
 Ukraine
 Russia
 Iran
 Iraq
 Lebanon
 Libya
 Egypt
 Syria
 Yemen
 United States of America and protectorates

7. any claims where the number of **UAS** in the air at any one time exceeds the maximum number shown in the **schedule**.
8. any claims caused by a **cyber incident**.
9. any claims relating to **cargo**.

General Conditions

The following conditions apply to this **policy** in addition to specific conditions as contained in each individual **section**.

1 Two or more UAS

When 2 or more **UAS** are insured, the terms of this **policy**, including the limits as shown in the **schedule**, shall apply separately to each **UAS**, unless otherwise shown.

2 Maximum Flight Time

No single **UAS** will exceed 500 hours' flying time during any one 12 months period.

If the **period of insurance** is greater than 12 months, the maximum of 500 hours will be increased proportionately in the ratio that the period in excess of the **period of insurance** bears to the **period of insurance**. The same method will be conversely applied for any **period of insurance** less than twelve (12) months.

3 Assignment

Your rights under this **policy** may not be assigned

without the **insurer's** prior written agreement, such agreement not to be unreasonably withheld.

4 Other Insurance

- (a) The coverage provided by Sections 1 and 2 of this **policy** shall be proportional with any other valid and collectible insurance available to **you**.
- (b) The coverage afforded by Section 3 of this **policy** shall be excess insurance over any other valid and collectible insurance available to **you**.

5 Subrogation

The **insurer** will be entitled whether before or after paying **your** claim to conduct in **your** name the defence or settlement of any claim or to take action to seek recovery or secure indemnity from any third party in respect of any claim covered by this **policy** and will have full discretion in the conduct of any such proceedings.

You shall at all times provide all information and assistance as the **insurer** or any person authorised by the **insurer** may reasonably require.

6 Premium

The premium and premium payment clause for this **policy** is as shown in the **schedule**.

7 Claims Notification

You must give notice as soon as reasonably practicable of any claim, **occurrence**, incident or circumstance likely to give rise to a claim under this **policy** to the **insurer** via Leading Edge Assist whose contact details are:

Leading Edge Assist
 Ibex House
 Baker Street
 Weybridge
 Surrey
 KT13 8AH

Telephone: 24 hour: **0333 370 8105**

email: hugh.thacker@leadingedgeassist.com
 email: cameron.hogg@leadingedgeassist.com

In all cases **you** shall:

- (i) provide full particulars in writing of such claim or **occurrence**, incident or circumstance likely to give rise to a claim, using the Tokio Marine Kiln UAS Claims Incident Form and immediately forward any letters or documents relating thereto comprising of all log books and other records in connection with the **UAS** and/or **UAS spares**.
- (ii) give notice of any impending prosecution;
- (iii) render such further information and assistance as the **insurer** may reasonably require;
- (iv) not act in any way to the detriment or

prejudice of the interests of the **insurer**; and

- (v) not make any admission of liability or payment or offer or promise of payment without the written consent of the **insurer**.

In the event of theft of the **UAS** or **UAS spares** which is likely to give rise to a claim under this **policy**, **you** must also report details to the police as soon as is reasonably practicable and provide a copy of the official police report/crime number to the **insurer** at the time of claim. If the **UAS** or **UAS spares** is/are found undamaged before the **insurer** has paid any claim in relation to that theft, then the **insurer** will pay the cost of returning it/them to **you** by the most economic means.

8 Payment of Costs

The **insurer** will pay any legal costs and expenses incurred with their written consent in defending any action which may be brought against **you** in respect of any claim for compensatory damages. In no event shall the **insurer** be liable for or pay damages and/or legal costs and expenses (separately or combined) in excess of the total limit of liability shown in the **schedule**.

However, should any amount agreed or awarded in respect of such claim exceed the total limit shown in the **schedule**, the liability of the **insurer** in respect of legal costs and expenses shall be limited (within the total limit) to such proportion of the said legal costs and expenses as the total limit bears to the amount paid as damages.

The **insurer** shall not be obliged to pay any legal costs and expenses incurred after the total limit of liability shown in the **schedule** has been exhausted and shall be entitled to return the control of any legal proceedings (without any further liability of any sort) to **you**, which **you** will accept without delay.

9 Fraudulent Claims

- (a) If the **insurer** establishes that **you** have made a fraudulent claim under this **policy**, the **insurer**:
 - (i) is not liable to pay the claim; and
 - (ii) may recover from **you** any sums paid by the **insurer** to **you** in respect of the claim; and
 - (iii) may by notice to **you** treat the **policy** as having been terminated with effect from the time of the fraudulent act, in writing to **you** at **your** address shown in the **schedule** via the **administrator**.
- (b) If the **insurer** exercises its right under clause (a) (iii) above:
 - (i) the **insurer** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act; and

- (ii) the **insurer** need not return any of the premiums paid.

Optional Coverage Extensions applicable to this Policy

The following coverage extensions:

- (a) form part of this **policy** where shown as 'Included' alongside the applicable Extension in Item 11 of the **schedule**, up to the Limit less any applicable **deductible**, both as shown in Item 11 of the **schedule**.
- (b) are subject to all **policy** terms, conditions, limitations and exclusions and payment of an Additional Premium including Insurance Premium Tax as shown in Item 11 of the **schedule**.

Extension 1 Strikes, Malicious Acts and Hi-jack Coverage

Regardless of Exclusion 12(b) of Section 1 and Exclusion 13(b) of Section 2, Sections 1 and 2 of this **policy** shall extend to include-claims caused by the following:

- 1 **strikes**;
- 2 **malicious acts**; and
- 3 **hi-jack**.

during the **period of insurance** which includes whilst the **UAS** or **UAS spares** is/are outside **your** control by reason of any of the above perils.

Provided always that the insurance provided by this Extension 1 may be cancelled by the **insurer** giving notice effective on the expiry of 7 days from midnight local standard time at **your** address on the day on which notice is issued.

The **insurer** will only pay for hire costs for the period commencing at the date that the physical damage to the **UAS** occurred and continuing until the **UAS** is repaired or replaced.

Extension 2 Alternative Hire Costs

Regardless of General Exclusion 4 applicable to Sections 1, 2 and 3 of this **policy**, where the **UAS** sustains physical damage constituting a valid claim under Section 1 of this **policy**, the **insurer** will pay reasonable costs and expenses that **you** incur in hiring an alternative Unmanned Aerial System which is a similar model to the **UAS** that has sustained physical

damage, in order for **you** to be able to satisfy any previously agreed contracts in connection with the **activities covered**

Extension 3 UAS Operators Indemnity

This Extension 3 attaches to Section 3 of this **policy** (Legal Liability to Third Parties).

This Extension 3 shall cover, as if they were **you**, any **UAS operator** authorised by **you** under the terms of Section 3 in respect of liability arising out of the operation of the **UAS**, but not so as to increase the liability of the **insurer** beyond the amount which would otherwise have been payable under this Extension 3 had the liability been incurred by **you**.

Provided always that:

- 1 at the time of any **occurrence** giving rise to a claim under this Extension 3 the said **UAS operator**:
 - (a) shall as though they were **you**, observe, fulfil and be subject to the terms, conditions and exclusions contained in this **policy**, and
 - (b) is not entitled to indemnity under any other insurance.
- 2 There shall be no indemnity under this Extension 3 in respect of claims made against the **UAS operator** by **you** and/or with respect to the **UAS**.

Extension 4 Liability to UAS Operators

Regardless of Exclusions 1 and 10 of Section 3 of this **policy**, Section 3 shall extend to include **your** liability in respect of the **UAS operator**, except liability required to be insured under the terms of any employers' liability or workers compensation legislation or any similar legislation.

Extension 5 Cyber Extension – Loss of Digital Assets

Regardless of General Exclusions 4 and 8, this **policy** shall extend to include necessary and reasonable costs of **reconstitution of data** as a direct result of loss of or damage to **your digital assets** arising from a **cyber incident** or **cyber act** during the period of insurance

This Extension 5 does not apply to:

- 1 restoring, updating, or replacing **digital assets** to a level beyond that which existed prior to when any damage, alteration, corruption, distortion, theft, misuse, or destruction occurred;
- 2 contractual penalties or pre-agreed or consequential damages or loss of goodwill, loss of business, loss of anticipated profits or savings and

all other pure economic loss, or any consequential loss;

- 3 any liability to third parties for whatever reason, including legal costs and expenses of any type;
- 4 fines or penalties imposed by law; or
- 5 economic or market value of **digital assets**.

The following additional definitions apply to this Extension 5:

digital assets

Those images or data captured by use of the **UAS**. **Digital assets** do not include any other images or data either owned by or in **your** care, custody or control.

reconstitution of data

Reconstitution of images or data **you** need to continue the **activities covered**, if **your** electronic records and electronic data have been lost or distorted.

**Extension 6
Chemical Legal Liability Endorsement**

Regardless of Exclusion 5(b) applicable to Section 3 of this **policy**, the **insurer** will pay to or on behalf of **you** all sums for which **you** shall become legally liable to pay, and shall pay, as compensatory damages for **chemical liability** directly caused by an **occurrence** arising out of the use of the **UAS** during and as part of the **activities covered**.

Provided always that any chemical, dusting powder, seed, fertilizer or compound is formally approved for use by the appropriate jurisdiction where it is used, and that the application of chemicals, dusting powders, seeds, fertilizers or compounds has been done according to the manufacturer’s specifications.

Warranties applicable to this Policy

You warrant that **you** will satisfy all of the following warranties 1 to 5 before the **insurer** can be liable or for any applicable coverage to apply.

Cover shall be suspended until the breach of warranty is remedied (and where English law applies to this **policy** section 11 of the Insurance Act 2015 shall not apply, so that there need be no causal link between the breach and the loss, damage or liability).

1. During the **period of insurance**, the **UAS operator** is required to hold every permission, licence and certificate legally required to perform the **activities covered** in each country in which they operate (where applicable). Where specific permissions / licences / certification is / are not required for the **activities covered** in a particular country the **UAS operator** is to comply with the regulations / requirements for UAS operations in that country.
2. Any **UAS operator** undergoing a flight assessment and / or examination which forms part of their **continuation flying** is to be

supervised by a training course examiner / instructor at all times.

3. You shall comply with all international and national regulation, with air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the **UAS**, and shall ensure that:
 - (a) the **UAS** is airworthy at the commencement of each **flight**;
 - (b) 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 **insurer** or their agents on request;
 - (c) **your** employees and agents comply with such orders and requirements.
4. Each **UAS** will not exceed thirty (30) kg.
5. Any **UAS** with inbuilt ‘Return to Home’ function will have it set to ‘on’ at all times except where the **UAS** is over water when it is set to return to a suitable fixed location on land or vessel.

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