

Nuclear Risk Exclusion Clause (Casualty Reinsurance)

1. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the reinsured, whether as insurer or reinsurer, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - 1.1. any Nuclear Risk;
 - 1.2. irradiation or contamination by Nuclear Material.

Definitions

2. Nuclear Risk means:
 - 2.1. all Property on the site of a nuclear power station; or
 - 2.2. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station; or
 - 2.3. all Property, on any site used or having been used for:
 - 2.3.1. the generation of nuclear energy; or
 - 2.3.2. the Production, Use or Storage of Nuclear Material; or
 - 2.4. any other Property eligible for insurance or reinsurance by the relevant Local Nuclear Insurance Pool but only to the extent of the requirements of that Local Nuclear Insurance Pool; or
 - 2.5. the transportation of Nuclear Material.
3. Local Nuclear Insurance Pool means any association of risk carriers (including but not limited to insurers, reinsurers or owners) formed for the purpose of covering Nuclear Risks in the territory where the relevant risk is located.
4. Nuclear Material means:
 - 4.1. Nuclear Fuel; or
 - 4.2. where the United States Atomic Energy Act of 1954 as amended applies:
 - 4.2.1. special nuclear material; or
 - 4.2.2. source material; or
 - 4.2.3. by-product material;as defined in the Atomic Energy Act of 1954 as amended; or
 - 4.3. where the Canadian Nuclear Liability Act R.S.C., 1985, c. N-28 or any law amendatory thereof applies:
 - 4.3.1. any material, other than thorium or natural or depleted uranium uncontaminated by significant quantities of fission products, that is capable of releasing energy by a self-sustaining chain process of nuclear fission;
 - 4.3.2. radioactive material produced in the production or utilization of material referred to in paragraph 4.3.1; and

- 4.3.3. material made radioactive by exposure to radiation consequential on or incidental to the production or utilization of material referred to in paragraph 4.3.1; or
 - 4.4. radioisotopes, except radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose (and where used as such) on any site other than a nuclear power station; or
 - 4.5. in respect of any territory where the United States Atomic Energy Act of 1954 as amended and the Canadian Nuclear Liability Act R.S.C., 1985, c. N-28 or any law amendatory thereof do not apply, any other radioactive material (including but not limited to radioactive products and waste) produced in, or any material made radioactive by exposure to the radiation incidental to, the production or utilisation of Nuclear Fuel.
5. Nuclear Fuel means any material, other than natural uranium or depleted uranium, capable of releasing nuclear energy by nuclear fission or otherwise, either alone or in conjunction with any other material.
6. Nuclear Reactor means any structure containing Nuclear Fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.
7. Production, Use or Storage of Nuclear Material means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.
8. Property means all land, air, water, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

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