

Limited Radioactive Contamination Exclusion Clause

1. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes any loss, liability, cost or 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. irradiation or contamination by Nuclear Material; or
 - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - 1.3. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
2. Subject to the terms, conditions and limitations of this reinsurance agreement, this exclusion shall not apply to 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.
3. Subject to the terms, conditions and limitations of this reinsurance agreement, this exclusion shall not apply to any ensuing physical damage directly or indirectly caused by the peril of fire, only where required by and to the extent provided in any statute or legislation operative at the time of such physical damage applicable to any insurance or reinsurance, except that this paragraph will not apply to:
 - 3.1. any Nuclear Risk; or
 - 3.2. irradiation or contamination by Nuclear Material arising directly or indirectly from such fire.

Definitions

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 as provided for in 2; 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).
- 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 Risk means:
 - 6.1. all Property on the site of a nuclear power station; or
 - 6.2. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station; or
 - 6.3. all Property, on any site used or having been used for:
 - 6.3.1. the generation of nuclear energy; or
 - 6.3.2. the Production, Use or Storage of Nuclear Material; or
 - 6.4. 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
 - 6.5. the transportation of Nuclear Material.

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