

**A seamless integrated insurance solution for commercial drone pilots.**

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



Steve Langan
CEO, Hiscox Insurance Company

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York
YO1 7PR

or by telephone on +44 (0) 800 1164627 or +44 (0) 1904 681198 or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

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| General definitions | Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply. |
| Activities | Your activities as shown in the schedule, undertaken with your full knowledge and authority and under your control or the control of an authorised employee. |
| Amount insured | The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage. |
| Asbestos risks | <ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos. |
| Bodily injury | Death, or any bodily or mental injury or disease of any person. |
| Computer system | Any computer network, hardware, software, information technology and communications system, including any email or website . |
| Confiscation | Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or military or public or local authority. |
| Damage | Accidental physical loss or physical damage. |
| Date recognition | 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. |
| Defence costs | Costs incurred with our prior written agreement to investigate, settle or defend a claim against you . |
| Drone | Any remotely controlled un-manned aerial vehicle which is used for commercial purposes and which belongs to you or for which you are legally responsible. This definition also includes the following accessories where designed specifically for use with a drone: <ol style="list-style-type: none">filming, scanning, mapping, infrared and x-ray equipment including software.bags and carry cases;tools and cleaning equipment;guards and safety equipment;walkie-talkies and communications equipment;power supplies and control equipment;binoculars and photographic equipment;laptops and tablets being used for the purpose of controlling a drone. <p>The following are not included within this definition:</p> <ol style="list-style-type: none">aerial vehicles which weigh 20kg or morefixed wing aerial vehiclesmobile phones and PDAs;laptops and tablets. |
| Endorsement | A change to the terms of the policy . |
| Excess | The amount you must bear as the first part of each agreed claim or loss. |

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| Flood | Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not. |
| Geographical limits | The geographical area shown in the schedule. |
| Hacker | Anyone, including an employee of yours , who maliciously targets you and gains unauthorised access to or unauthorised use of your computer system or data held electronically by you or on your behalf, solely by circumventing electronically the security systems in place to protect against such unauthorised access or unauthorised use. |
| Hi-jacking | The unlawful seizure or wrongful exercise of control of any drone through the use of force or the threat of force. |
| Inefficacy | The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended. |
| Invasion of privacy | Invasion of any rights of privacy or any nuisance, trespass or interference with any easement or right of air, light, water or way. |
| Nuclear risks | <ol style="list-style-type: none">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;c. all operations carried out on any site or premises on which anything in a. or b. above is located. |
| Period of insurance | The time for which this policy is in force as shown in the schedule. |
| Policy | This insurance document and the schedule, including any endorsements . |
| Pollution | Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves. |
| Program | A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment. |
| Products | Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you . |
| Property | Tangible property. |
| Reconstitution of data | Reconstitution of the data you need to continue your activities , if your electronic records and electronic data have been lost or distorted. |
| Standard construction | Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material. |
| Storm | High winds of a destructive nature, rainstorm, hailstorm or snowstorm. |
| Terrorism | An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc.<ol style="list-style-type: none">i. involves violence against one or more persons; orii. involves damage to property; oriii. endangers life other than that of the person committing the action; oriv. creates a risk to health or safety of the public or a section of the public; orv. is designed to interfere with or to disrupt an electronic system. |

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| Virus | Programs that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software. |
| War | War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. |
| We / us / our | The insurers named in the schedule. |
| Website | Any website, intranet or extranet where you have full control over the content and which you run for the promotion of your activities . |
| You / your | The insured named in the schedule. For the purposes of the Public liability section of this policy you / your also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your activities . |

General conditions

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

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| Basis of insurance | 1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search. |
| If you fail to make a fair presentation | 2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid. b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows: i. if we would not have provided this policy , we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us . We will refund any premiums you have paid; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance . This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect. |
| Change of circumstances | 3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.) We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition. |
| If you fail to notify us of a change of circumstances | 4. a. If we establish that you deliberately or recklessly failed to: i. notify us of a change of circumstances which may materially affect the policy ; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances; we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid. b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the |

remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:

- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

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| Reasonable precautions | 5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred. |
| Premium payment | 6. We will not make any payment under this policy until you have paid the premium. |
| Cancellation | 7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy . In this event, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing. |
| Multiple insureds | 8. The most we will pay is the relevant amount shown in the schedule. If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you . You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy . |

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| Aggregate limit | 9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance . If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary. |
| Rights of third parties | 10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. |
| Other insurance | 11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance. |
| Cover under multiple sections | 12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover. |
| Governing law | 13. Unless some other law is agreed in writing, this policy will be governed by the laws of England. |
| Arbitration | 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. |

General claims conditions

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

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| Your obligations | 1. We will not make any payment under this policy unless you : <ol style="list-style-type: none">give us prompt notice of anything which is likely to give rise to a claim under this policy, in accordance with the terms of each section; andgive us, at your expense, any information which we may reasonably require and cooperate fully in the investigation of any claim under this policy. 2. You must: <ol style="list-style-type: none">make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; andgive us all assistance which we may reasonably require to pursue recovery of amounts we may become liable to pay under this policy, in your name but at our expense. <p>If you fail to do so, you shall be liable to us for an amount equal to the detriment we have suffered as a result of your failure to comply with this obligation, which we may deduct from any payment we make under this policy.</p> |
| Fraud | 3. If you or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then: <ol style="list-style-type: none">we shall be entitled to give you notice of termination of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;we shall be entitled to refuse to make any payment under the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information; |

- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **we** shall be entitled to retain all premiums paid,

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

- 4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

The General terms and conditions and the following terms and conditions all apply to this section.

What is covered

Claims against you

If, as a result of **your activities**, any party brings a claim against **you** for:

- a. **bodily injury** or **property damage** occurring during the **period of insurance**;
- b. **invasion of privacy** committed during the **period of insurance**,

we will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any sub-contractor, outsourcer, employee or volunteer worker of **yours** when they are acting on **your** behalf in whatever capacity.

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

Claims against principals

If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer of **your activities** for whom **you** are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Additional cover

Data Protection Act

We will indemnify **you** against **your** liability under Section 13 of the Data Protection Act 1998 in connection with personal data held by **you**, arising as a result of **your activities** during the **period of insurance**, but **we** will not make any payment for any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

Property for which you are responsible

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

1. loss of or damage to any **property** belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.

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| | 2. | the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft or any mechanically propelled vehicles and their trailers. This does not apply to: a. any drone ; b. the loading or unloading of any vehicle off the highway. |
| Injury to employees | 3. | bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you . |
| Pollution | 4. | a. i. any pollution of buildings or other structures or of water or land or the atmosphere; or ii. any bodily injury or property damage directly or indirectly caused by pollution , unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance ; b. any pollution occurring in the United States of America or Canada. |
| Computer virus | 5. | transmission of a computer virus . |
| Professional advice | 6. | designs, plans, specifications, formulae, directions or advice prepared or given by you in relation to your activities and responsibilities as a drone pilot before, during or after any flight. |
| Your products | 7. | any products . |
| Inefficacy | 8. | inefficacy . |
| Deliberate or reckless acts | 9. | any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated. |
| Personal use | 10. | the use of any drone for: a. personal or recreational purposes; b. any competitive purposes, including racing and stunt flying. |
| Hazardous premises | 11. | any work undertaken by you or on your behalf which takes place in, on or over any, airport, aerodrome or aircraft tower. |
| Armed forces | 12. | armed forces activities including operations, exercises and training. |
| Substance abuse | 13. | you taking or using alcohol or any narcotic or controlled substance, other than drugs which are: a. prescribed by such person's medical practitioner; and b. only used in accordance with the medical practitioner's and manufacturer's warnings, precautions and instructions for use. |
| Bona fide sub-contractors | 14. | any work undertaken by bona fide sub-contractors in connection with your activities unless you take all reasonable steps to ensure that they have and maintain in force public liability insurance with a limit of indemnity of not less than the limit which is held by you . We will not make any payment for any claim or loss where you fail to demonstrate to our satisfaction that you have complied with this requirement. |
| Contracts | 15. | your liability under any contract which is greater than the liability you would have at law without the contract. |
| Date recognition | 16. | date recognition . |

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| Nuclear | 17. nuclear risks. |
| Asbestos | 18. asbestos risks. |
| | B. We will not make any payment for: |
| Restricted recovery rights | 1. that part of any claim where your right of recovery is restricted by any contract. |
| Non-compensatory payments | 2. fines and contractual penalties, punitive or exemplary damages. |
| Claims outside the applicable courts | 3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts. |
| Claims outside the geographical limits | 4. any claim brought against you resulting from work you undertake in any country outside the geographical limits . |

How much we will pay

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

Special limits

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| War | The most we will pay for the total of all claims, losses, and their defence costs arising directly or indirectly from war during the period of insurance is £1,000,000. | | | | |
| Terrorism | The most we will pay for the total of all claims, losses, and their defence costs arising directly or indirectly from terrorism during the period of insurance is £1,000,000. | | | | |
| Hi-jacking and confiscation | The most we will pay for the total of all claims, losses, and their defence costs arising directly or indirectly from hi-jacking and confiscation during the period of insurance is £1,000,000. | | | | |
| Pollution | The most we will pay for defence costs in relation to pollution claims is £100,000. | | | | |
| Criminal proceedings costs | The most we will pay for the costs to defend criminal proceedings is £100,000. This applies to all actions brought against you during the period of insurance . | | | | |
| Court attendance compensation | We will pay you the following compensation for each day, or part day: <table border="0" style="margin-left: 20px;"> <tr> <td>1. You or your partner or director</td> <td style="text-align: right;">£250</td> </tr> <tr> <td>2. Any other employee</td> <td style="text-align: right;">£100</td> </tr> </table> <p>The most we will pay for the total of all court attendance compensation is £10,000.</p> | 1. You or your partner or director | £250 | 2. Any other employee | £100 |
| 1. You or your partner or director | £250 | | | | |
| 2. Any other employee | £100 | | | | |
| Paying out the limit of indemnity | At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs . | | | | |

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:
 - a. **you** notify **us** promptly of any claim or threatened claim against **you**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:
By email to: liability.claims@hiscox.com; or
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
 - b. **you** notify **us** within 7 days of a claim or anything which may give rise to a claim under this section, arising out of **bodily injury**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:
By email to: liability.claims@hiscox.com; or
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
 - c. **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your** client or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

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

Several liability

Where it is shown in **your** schedule that cover under this **policy** is provided by more than one insurer, each insurer is liable only for its own specified limits of indemnity, amounts insured and obligations in accordance with the terms and conditions of the **policy**. If any insurer shown in the schedule is unable to meet any of its obligations for any reason, in whole or in part, no responsibility for meeting those obligations will be assumed by any other insurer shown in the schedule.

The General terms and conditions and the following terms and conditions all apply to this section.

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| What is covered | We will insure you against damage to any drone occurring within the geographical limits during the period of insurance . This includes damage to any drone caused by war, terrorism, hi-jacking or confiscation . |
| Additional cover | The following are also provided up to the amount shown in the schedule: |
| Reinstatement of electronic data | Necessary and reasonable costs of reconstitution of data as a direct result of damage covered under this section. |
| Alternative hire costs | Necessary and reasonable costs and expenses you incur in hiring an alternative drone to fulfil business contracts agreed in connection with your activities following damage covered under this section. We will only pay for hire costs for the period beginning at the date of the damage and continuing until your drone is repaired or replaced but for no longer than six months. |
| Continuing hire charges | Continuing hire charges for any drone for which you are legally responsible under a standard hire contract directly following damage covered under this section. |
| Hacker damage | Necessary and reasonable costs and expenses you incur with our prior written consent to repair or replace the affected part of any computer system if, during the period of insurance , a hacker damages, destroys or alters your computer system . However, we will not pay for: <ol style="list-style-type: none"> 1. any virus written or created by you, your employee or any self-employed freelancer directly contracted to you and under your supervision. 2. any virus which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to you by a hacker of your computer system. |

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| What is not covered | We will not make any payment for: <ol style="list-style-type: none"> 1. damage to any property which is not a drone. 2. damage caused by: <ol style="list-style-type: none"> a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause; b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of storm or fire; c. storm or flood occurring while the drone is being stored unless it is stored in a building that is standard construction or in a shipping container; d. theft or attempted theft unless the drone is: <ol style="list-style-type: none"> i. stored in a locked building or shipping container or in a gated compound secured with a closed shackle padlock and the theft or attempted theft involves entry to, or exit from the building, shipping container or compound by forcible or violent means; or ii. out of sight in a locked boot, trailer, roof box or locked compartment of a motor vehicle and all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft; e. frost, other than damage due to water leaking from burst pipes forming part of the permanent internal plumbing of a building in which the drone is being stored; f. date recognition; g. any computer virus. However this shall not apply to the cover provided under What is covered, Additional cover, Hacker damage. 3. damage to any drone: <ol style="list-style-type: none"> a. not being used, stored or transported by you or on your behalf and with your permission; b. while being cleaned, repaired, inspected, worked on or maintained; |
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- c. while in flight, other than while being transported as cargo, unless the **drone** is:
 - i. under **your** control, or that of an authorised employee, provided that **you** or the employee hold a current valid qualification from a UK Civil Aviation Authority approved National Qualified Entity; or
 - ii. under **your** control while under the supervision of a suitably qualified assessor during an assessment with a UK Civil Aviation Authority approved National Qualified Entity;
 - d. while being transported as cargo, stowed in the hold of an aircraft or watercraft, or in the custody and control of the airport or seaport operator or their agents unless the **drone** is packed securely in a protective case designed to be used with the **drone** or is packed by a professional transit company;
 - e. occurring while stored at any building, shipping container or storage unit which has been left unattended or unoccupied for more than 60 consecutive days;
 - f. occurring in, on or over any airport, aerodrome or aircraft tower;
 - g. occurring while the **drone** is under the care, custody or control of any person under the influence of alcohol or any narcotic or controlled substance, other than drugs which are:
 - i. prescribed by such person's medical practitioner; and
 - ii. only used in accordance with the medical practitioner's and manufacturer's warnings, precautions and instructions for use;
 - h. directly resulting from its own electrical or mechanical breakdown.
4. inherent defect, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 5. unexplained loss or disappearance or inventory shortage.
 6. financial loss due to **your** parting with title or possession of **your drone** or rights to **your drone** prior to receiving payment in full.
 7. the cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred.
 8. deliberate damage to or neglect of **your drone** by **you**.
 9. the scratching of any camera lens unless the **drone** has suffered **damage** by the same cause and at the same time.
 10. any indirect losses which result from the incident which caused **you** to claim including any loss of use or expense incurred through not being able to use **your drone** following **damage**. However this shall not apply to the cover provided under Additional cover, Reinstatement of electronic data, Alternative hire costs, Continuing hire charges and Hacker damage.
 11. pollution or contamination except **damage** to any **drone** which is not otherwise excluded and which is caused by pollution or contamination which itself results from insured **damage** covered under this section
 12. **nuclear risks**.
 13. any cost incurred in preparing or submitting a claim under this **policy**.
 14. the amount of the **excess**.

How much we will pay

| | |
|------------------------|--|
| | <p>We will pay up to the amount insured shown in the schedule unless limited below or in the schedule.</p> |
| Repair and replacement | <p>At our option we will repair or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none">1. for any drone that can be economically repaired, the cost of the repairs.2. for any drone that cannot be economically repaired, the cost or replacement with an item of similar type or equivalent specification. <p>If the drones were built or assembled by you, we will only pay the price you paid for the constituent parts.</p> |
| Hacker damage | <p>At our option we will repair or pay for damage, destruction or alteration of your computer system to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.</p> |
| Other interests | <p>Any payment we make will take into account the interest of any party having an insurable interest in the drone, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p> |

Your obligations

| | |
|----------------------------|---|
| If any damage occurs | <p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none">1. notify us promptly of any damage which might be covered;2. report to the police, as soon as is reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and3. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this. |
| Backing-up electronic data | <p>You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies at an alternate storage site. If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.</p> |

What is a policy summary?

This document provides key information about the Moonrock Insurance Solutions insurance policy underwritten by Hiscox. If you have any additional questions, please contact your insurance broker, Christopher Trigg Ltd, on 01923 712434.

Policy name: Moonrock Insurance Solutions insurance policy

Type of insurance: Damage to drones, Public liability and Employers' liability

Underwritten by: Christopher Trigg Ltd for and on behalf of:
Hiscox Insurance Company Limited

Significant features and benefits

The Moonrock Insurance Solutions insurance policy is designed for commercial drone pilots and trainee pilots undertaking a supervised, CAA approved assessment. All communications, including the policy wordings, are written in plain English to ensure that you know exactly what is and, as importantly, what is not covered.

The following features and benefits are included as standard:

Damage to drones which covers:

- physical loss of or damage to your drone anywhere in the world other than the USA and Canada, including while in use;
- physical loss of or damage to accessories designed specifically for use with your drone;
- physical loss or damage to your drone caused by war, terrorism, hi-jacking or confiscation;
- the necessary and reasonable costs of reconstituting your electronic business data following insured damage;
- the necessary and reasonable costs and expenses you incur in hiring an alternative drone following insured damage;
- continuing hire charges for any drone for which you are legally responsible under a hire contract following insured damage;
- the reasonable costs you incur to repair or replace your computer system if it is damaged, destroyed or altered by a hacker.

Public liability which covers your liability:

- for damage to third-party property or bodily injury to any member of the public arising from the ownership or commercial use of your drone, or while undertaking a supervised, CAA approved assessment;
- for invasion of any rights of privacy or any nuisance or trespass arising from the ownership or commercial use of your drone, or while undertaking a supervised, CAA approved assessment;

Where appropriate, you may also add the following for your business:

Employers' liability which covers your liability:

- for bodily injury, illness, death or disease to any of your employees or volunteers arising out of their work for you.

Significant limitations or exclusions

It is important that you adhere to all of the Civil Aviation Authority's rules and regulations which apply to you.

You have an obligation to protect your property against loss or damage and to keep any property insured under this policy in good condition and repair. You must also take reasonable steps to prevent accident or injury and make every reasonable effort to minimise any loss, damage or liability.

You will normally have to pay an initial amount for each claim made against you under the policy. These excesses may vary and your individual quotation and policy schedule will show the specific excesses applicable to you. Any special conditions, limitations or terms that may apply to an individual risk will also be clearly shown in your quotation and policy schedule.

Damage to drones will not make any payment for physical loss or damage:

- caused by storm or flood to any drone in storage, unless stored in a standard construction building or shipping container;
- caused by theft or attempted theft, unless involving violent or forcible entry to or exit from a building, shipping container, gated compound or locked compartment of a motor vehicle;
- to any drone while stored at any building, shipping container or storage unit which has been left unattended or unoccupied for more than 60 consecutive days;
- to any drone while being cleaned, repaired, inspected, worked on or maintained;
- to any drone directly resulting from its own electrical or mechanical breakdown;
- to any drone resulting from any work taking place in, on or over any nuclear installation, airport, aerodrome or aircraft tower;
- to any camera lens caused by scratching, unless the drone suffers damage by the same cause and at the same time.

Public liability cover will not make any payment for any claim or loss directly or indirectly arising from:

- the possession or use of any aircraft, hovercraft, watercraft or mechanically propelled vehicle, other than a drone;
- any designs, plans, specifications, formulae, directions or advice prepared or given by you in relation to your activities and responsibilities as a drone pilot before, during or after any flight;
- the failure of any service, process or system provided by you to perform or serve its intended function or purpose;
- the use of any drone for personal or recreational purposes or any competitive purposes, including racing and stunt flying;
- any work which takes place in, on or over any nuclear installation, airport, aerodrome or aircraft tower;
- any armed forces activities, including operations, exercises and training;
- any work undertaken by bona fide sub-contractors unless you take all reasonable steps to ensure that they have and maintain in force public liability insurance with a limit of indemnity of not less than the limit which is held by you.

Employers' liability cover will not make any payment for any claim or loss directly or indirectly arising from:

- bodily injury, illness, death or disease of any of your employees or volunteers while they are offshore.

Your obligations

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please make sure the information you send us is complete and accurate and inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy.

You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced.
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply.
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced.
- please be aware of all terms and conditions of your policy because failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay.
- in the event of a claim, you should take note of the required procedures, such as giving Hiscox prompt notice of the claims, as stated in the policy documentation. In particular, if you fail to notify us when you first become aware of a shortcoming, fact, or problem, admit you are liable for what has happened or appoint solicitors or other legal representation without our prior written approval, claims or defence costs may not be paid or the amount we pay may be reduced.
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability.
- if you make a fraudulent claim or try to deceive us, we may terminate the policy.

Policy length

Insurance contracts for commercial drone pilots normally run for a period of 12 months and your contract period will be clearly shown in your schedule of insurance.

Insurance contracts for trainee pilots undertaking a supervised, CAA approved assessment normally run for 30 days in order that you may take your assessment within that period and your contract period will be clearly shown in your schedule of insurance.

You must tell us of any changes to your activities as described in your insurance policy and we will then have the option of amending the terms of the policy or issuing you with notice of our intention to cancel it.

Cancellation rights

You may cancel the insurance by giving us 30 days' notice in writing of your intention to do so. We may also cancel the insurance by giving you 30 days' notice in writing of our intention to do so.

In both cases, we will return to you the amount of premium which relates to the unexpired period, provided that no claims have been notified under the insurance. If a claim or claims have been notified, then we will only return any premium if we (and not you) are cancelling the policy. However, we will not refund any premium under ten pounds.

Moonrock Insurance Solutions insurance policy

Policy summary

Claims service

If you need to make a claim you should, in the first instance, contact your insurance broker Christopher Trigg Ltd either in writing at:

Dominic Trigg, Christopher Trigg Ltd, Second Floor Office, 1 Norfolk Court, Norfolk Road, Rickmansworth WD3 1LA
or by telephone on +44 (0)1923 712434
or by email at Dom@moonrockinsurance.com or info@moonrockinsurance.com

Alternatively you can contact our claims team during business hours either:

by telephone on +44 (0)845 213 8899 (please select option one or two as appropriate)
or by email at property.claims@hiscox.com for Damage to drones
or by email at liability.claims@hiscox.com for Public liability and Employers' liability.

You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss. It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK. Hiscox prides itself on its fast, efficient, fair and sensible claims service, offering access to expert legal teams.

Questions and complaints

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your insurance broker in the first instance at:

Dominic Trigg, Christopher Trigg Ltd, Second Floor Office, 1 Norfolk Court, Norfolk Road, Rickmansworth WD3 1LA
or by telephone on 01923 712434
or by email at Dom@moonrockinsurance.com or info@moonrockinsurance.com

If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York YO1 7PR
or by telephone on 01904 681198
or by email at customer.relations@hiscox.com

Our customer relations team will do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.



Moonrock Insurance Solutions insurance policy

Policy summary



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London EC3A 6HX

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F +44 (0)20 7448 6900
E customerservices@hiscox.com
www.hiscoxgroup.com

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