NUCLEAR RISKS EXCLUSION CLAUSE

(1) This Policy does not cover:

   (i) loss of or destruction of or damage to any property whatsoever or any loss or expense
       whatsoever resulting or arising therefrom or any consequential loss

   (ii) any legal liability of whatsoever nature

       directly or indirectly caused by or contributed to by or arising from:

       (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear
           assembly or nuclear component thereof;

       (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or
           other hazardous properties of, any other radioactive material in the course of carriage as cargo,
           including storage or handling incidental thereto;

       (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other
           hazardous properties of, any other radioactive source whatsoever.

(2) It is understood and agreed that such radioactive material or other radioactive source in paragraph
    (1)(b) and (c) above shall not include:

   (i) depleted uranium and natural uranium in any form;

   (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any
        scientific, medical, agricultural, commercial, educational or industrial purpose.

(3) This Policy, however, does not cover loss of or destruction of or damage to any property or any
    consequential loss or any legal liability of whatsoever nature with respect to which:

   (i) the Insured under this Policy is also an insured or an additional
       insured under any other insurance policy, including any nuclear energy liability policy; or

   (ii) any person or organization is required to maintain financial protection pursuant to legislation in
        any country; or

   (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to
        indemnification from any government or agency thereof.

(4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by
    reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and
    exclusions of this Policy) be covered, provided that:

   (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo,
       including storage or handling incidental thereto, such carriage shall in all respects have
       complied with the full International Civil Aviation Organization “Technical Instructions for the
       Safe Transport of Dangerous Goods by Air”, unless the carriage shall have been subject to any
       more restrictive legislation, when it shall in all respects have complied with such legislation;

   (ii) this Policy shall only apply to an incident happening during the period of this Policy and where
        any claim by the Insured against the Insurers or by any claimant against the Insured arising out
        of such incident shall have been made within three years after the date thereof;
in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<table>
<thead>
<tr>
<th>Emitter</th>
<th>Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300cm²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beta, gamma and low toxicity alpha emitters</td>
<td>Not exceeding 4 Becquerels/cm² (10⁻⁴ microcuries/cm²)</td>
</tr>
<tr>
<td>All other emitters</td>
<td>Not exceeding 0.4 Becquerels/cm² (10⁻⁵ microcuries/cm²)</td>
</tr>
</tbody>
</table>

the cover afforded hereby may be cancelled at any time by the Insurers giving seven days’ notice of cancellation.

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