

## NUCLEAR ENERGY RISKS EXCLUSION

This exclusion takes precedence over any conflicting provision in this Policy. This Policy does not cover loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or arising out of, Nuclear Energy Risks.

For all purposes of this Policy Nuclear Energy Risks means all first party and/or third party coverage (other than Workers' Compensation and Employers' Liability) in respect of:

- (I) All **Property** on the site of a nuclear power station.  
**Nuclear Reactors**, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (II) All **Property**, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
  - (a) the generation of nuclear energy; or
  - (b) the **Production, Use or Storage of Nuclear Material**.
- (III) Any other **Property** eligible for coverage by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such coverage excludes the perils of irradiation and contamination by **Nuclear Material**.

Except as undernoted, Nuclear Energy Risks do not include:

- (i) Any coverage in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of **Property** as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any machinery breakdown or other engineering coverage not coming within the scope of (i) above, provided always that such coverage shall exclude the perils of irradiation and contamination by **Nuclear Material**.

However, the above exemption does not extend to:

- (1) The provision of any coverage whatsoever in respect of:
  - (a) **Nuclear Material**;
  - (b) Any **Property** in the **High Radioactivity Zone or Area** of any **Nuclear Installation** as from the introduction of **Nuclear Material** or - for reactor installations - as from fuel loading, first plasma initiation or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any coverage for the undernoted perils:
  - fire, lightning, explosion;
  - earthquake;
  - aircraft and other aerial devices or articles dropped therefrom;
  - irradiation and radioactive contamination;
  - any other peril insured by the relevant local Nuclear Insurance Pool and/or Association,in respect of any other **Property** not specified in (1) above which directly involves the **Production, Use or Storage of Nuclear Material** as from the introduction of **Nuclear Material** into such **Property**.

## **Definitions**

**Nuclear Material** means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a **Nuclear Reactor**, either alone or in combination with some other material; and
- (ii) Tritium or other radioactive isotopes for fusion operations; and
- (iii) **Radioactive Products or Waste**.

**Radioactive Products or Waste** means any radioactive material produced in, or any material made radioactive by:

- (a) exposure to the radiation incidental to the production or utilisation of nuclear fuel; or
- (b) activation during fusion processes.

**Nuclear Material** does not include radioisotopes that have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose other than fission or fusion.

**Nuclear Installation** means:

- (i) any **Nuclear Reactor**;
- (ii) any factory using nuclear fuel for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) any facility where **Nuclear Material** is stored, other than storage incidental to the carriage of such material.

**Nuclear Reactor** means:

- (i) 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; or
- (ii) the structure where the fusion process is initiated.

**Production, Use or Storage of Nuclear Material** means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of **Nuclear Material**.

**Property** means all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

**High Radioactivity Zone or Area** means:

- (i) for nuclear power stations and **Nuclear Reactors**, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) for non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield; and
- (iii) for fusion applications, the vessel or structure which contains the plasma, including all systems which are a direct part of the vessel within the outer wall structure of the vessel, including but not limited to, inner wall, divertor, heating, cooling, heat and energy transfer systems, systems for the magnet field generation and the outer wall of the vessel itself.