

BRMA 34 A
NUCLEAR ENERGY RISKS EXCLUSION

1. This Contract excludes nuclear energy risks whether written directly or by way of reinsurance or via pools or associations. Under this Contract the term "nuclear energy risks" means any first or third party insurance (other than workers' compensation or employers' liability) in respect of:
 - (a) nuclear reactors and nuclear power stations or plants;
 - (b) any other premises or facilities concerned with the production of nuclear energy or the production or storage or handling of nuclear fuels or nuclear waste;
 - (c) any other premises or facilities eligible for insurance by any local nuclear pool or association but only to the extent of the requirements of the local pool or association;
 - (d) nuclear or radioactive fuel, or nuclear or radioactive waste.

2. However, this exclusion shall not apply:
 - (a) to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor's plant and equipment used in connection therewith);
 - (b) for the storage of nuclear fuel - prior to the commencement of storage;
 - (c) as regards reactor installations - prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance or reinsurance of the relevant local nuclear pool or association;
 - (d) to any machinery breakdown or other engineering insurance or reinsurance not coming within the scope of 2(a) above, nor affording coverage in the "high radioactivity" zone;
 - (e) to any insurance or reinsurance in respect of the hulls of ships, aircraft or other conveyances;
 - (f) to any insurance or reinsurance in respect of loss of or damage to (including any expenses incurred therewith) nuclear or radioactive fuel or nuclear or radioactive waste while in transit as cargo.

BRMA 34 B
NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (REINSURANCE)
(WORLDWIDE EXCLUDING U.S.A. & CANADA)

This Contract shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this Contract Nuclear Energy Risks shall be defined as all first party and/or third party insurances (other than Workers' Compensation and/or Employers' Liability) in respect of:

- i) Nuclear reactors and nuclear power stations or plants;
- ii) Any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy; or
 - b) the production or storage or handling of nuclear fuel or nuclear waste.
- iii) Any other premises or facilities eligible for insurance by any local nuclear pool and/or association but only to the extent of the requirements of the local pool and/or association, it being the intention always that Reinsurers shall follow the fortunes of the Company insofar as the Company complies with the requirements of any such local pool and/or association.

However, this exclusion shall not apply:

- a) to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor's plant and equipment used in connection therewith):
 - i) for the storage of nuclear fuel - prior to the commencement of storage;
 - ii) as regards reactor installations - prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance or reinsurance of the relevant local nuclear pool and/or association.

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- b) to any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (a) above, nor affording coverage in the "high radioactivity" zone.

Notwithstanding the provisions of this Clause, certain liabilities the type of which by market practice and custom have not been declared to the Japanese Nuclear Pool are covered hereunder.

BRMA 34 C
NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (REINSURANCE)
(WORLDWIDE EXCLUDING U.S.A. & CANADA)

This Contract shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this Contract Nuclear Energy Risks shall be defined as all first party and/or third party insurances (other than Workers' Compensation and/or Employers' Liability) in respect of:

- i) Nuclear reactors and nuclear power stations or plants;
- ii) Any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or
 - c) nuclear waste.
- iii) Any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association but only to the extent of the requirements of the local Pool and/or Association, it being the intention always that Reinsurers shall follow the fortunes of the Company insofar as the Company complies with the requirements of any such local Pool and/or Association.

However, this exclusion shall not apply:

- a) to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor's plant and equipment used in connection therewith):
 - i) for the storage of nuclear fuel - prior to the commencement of storage;
 - ii) as regards reactor installations - prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance or reinsurance of the relevant local Nuclear Pool and/or Association.

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- b) to any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (a) above, nor affording coverage in the "high radioactivity" zone.