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**Physical Loss or Physical Damage  
Riots, Strikes, Civil Commotion, Malicious Damage,  
Terrorism and Sabotage  
Insurance**

Some of the words Underwriters use have a special meaning in this Insurance. If a word is in bold type, please read the Definitions section.

### **INSURING CLAUSE**

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance covers property as stated in the Risk Details against direct physical loss or physical damage to tangible property caused by a Listed Peril occurring during the period of this Insurance:

### **DEFINITIONS**

<b>Occurrence</b>	means each and every loss or series of losses arising out of and directly caused by one event. However, the duration and extent of any one event shall be limited to direct physical loss or physical damage which occurs within a period of 72 consecutive hours. No such period of 72 hours may extend beyond the expiry of this Insurance unless the Insured shall first sustain direct physical loss or physical damage before the expiry of this Insurance and within the aforesaid period of 72 consecutive hours, nor shall any period of 72 consecutive hours commence before the start of this Insurance.
<b>Listed Peril</b>	means any of the perils listed and defined below, or any combination thereof:
<b>Civil Commotion</b>	means a substantial violent uprising by a large number of persons assembled together and acting with common purpose or intent.
<b>Malicious Damage</b>	means the loss, damage or destruction of property caused by the actions of anyone intending to cause harm or mischief during the disturbance of the public peace.
<b>Riot</b>	means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.
<b>Sabotage</b>	means a subversive act or series of acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
<b>Strike</b>	means a work stoppage to enforce demands made on an employer or to protest against an act or condition.
<b>Terrorism</b>	means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**LOSSES EXCLUDED**

This Insurance does not cover:-

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, or usurpation of power.
3. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by a Listed Peril.
4. Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
7. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
8. Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.
9. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.  
  
This exclusion shall not operate to exclude losses (which would otherwise be covered under this Insurance) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
10. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.

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11. Loss or damage caused by measures taken to prevent, suppress or control an actual or potential Listed Peril unless agreed by the Underwriters in writing prior to such measures being taken.
12. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.
13. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
14. Loss or increased cost as a result of threat or hoax.
15. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.
16. Loss or damage caused by mysterious disappearance or unexplained loss.

#### **PROPERTY EXCLUDED**

This Insurance does not cover direct or indirect physical loss or physical damage to:

1. Land or land values.
2. Power transmission, feeder lines or pipelines not on the Insured's premises.
3. Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty days, unless the property is intended to be unoccupied in its normal operations.
4. Aircraft or any other aerial device, or watercraft.
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.
6. Animals, plants and living things of all types.
7. Property in transit not on the Insured's premises.

#### **CONDITIONS**

##### **1. JOINT INSUREDS**

The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the Sum Insured stated in the Risk Details. The Underwriters shall have no liability in excess of the Sum Insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

##### **2. OTHER INSURANCE**

This Insurance shall be excess of any other insurance available to the Insured covering a loss or damage covered hereunder except such other insurance which is written

specifically as excess insurance over this Insurance. When this Insurance is written specifically in excess of other insurance covering a Listed Peril, this Insurance shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and/or damage covered by this Insurance in excess of the Deductible (if any) with respect to each and every covered loss and/or damage.

3. SITUATION

This Insurance covers tangible property located at the addresses stated in the Risk Details.

4. SUM INSURED (TOTAL DECLARED VALUE OF PROPERTY INSURED)

The Underwriters hereon shall not be liable for more than the Sum Insured stated in the Risk Details in respect of each Occurrence and in the aggregate during the Period of Insurance.

5. DEDUCTIBLE

Each Occurrence shall be adjusted separately and from each such adjusted amount the sum stated in the Risk Details shall be deducted.

6. DEBRIS REMOVAL

This Insurance also covers, within the Sum Insured stated in the Risk Details, expenses incurred in the removal from the insured location of debris of property stated in the Risk Details damaged by a Listed Peril.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

7. DUE DILIGENCE

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the property insured, to avoid or diminish any loss or damage herein insured and to secure compensation for any such loss or damage including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

8. PROTECTION MAINTENANCE

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the Period of Insurance and shall be in use at all times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

9. VALUATION

It is understood that, in the event of loss or damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions: -

- The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch.
- Until replacement has been effected the amount of liability under this Insurance in respect of loss or damage shall be limited to the actual cash value at the time of loss or damage.
- If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Insurance.

The Underwriters' liability for loss or damage under this Insurance shall not exceed the smallest of the following amounts: -

- The total declared value applicable to the destroyed or damaged property.
- The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss or damage.
- The amount actually and necessarily expended in replacing said property or any part thereof.

The Underwriters will normally expect the Insured to carry out repair or replacement of the property insured, but if the Insured and the Underwriters agree that it is not practicable or reasonable to do this, the Underwriters will pay the Insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The Underwriters will only pay the Insured up to the Sum Insured stated in the Risk Details.

#### 10. INCORRECT DECLARATION PENALTY

If the values declared as stated in the Risk Details are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

#### 11. NOTIFICATION OF CLAIMS

The Insured, upon knowledge of any event likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters via the Insured's Broker, who is to advise the Underwriters within seven (7) days of such knowledge of any event and it is a condition precedent to the liability of the Underwriters that such notification is given by the Insured as provided for by this Insurance.

If the Insured makes a claim under this Insurance he must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

#### 12. PROOF OF LOSS OR DAMAGE

The Insured shall render a signed and sworn proof of loss or damage within sixty (60) days after the occurrence of a loss (unless such period be extended by the written

agreement of the Underwriters) stating the time, place and cause of loss or damage, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss or damage within two years of the expiry date of this Insurance, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss or damage under this Insurance, the burden of proving that the loss or damage is recoverable under this Insurance and that no limitation or exclusion of this Insurance applies and the quantum of loss or damage shall fall upon the Insured.

### 13. SUBROGATION

Any release from liability entered into in writing by the Insured prior to loss or damage herein insured shall not affect this Insurance or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Insurance, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with the Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (i) any interest, (including the Insured's), exclusive of any Deductible or self insured retention, suffering loss or damage of the type covered by this Insurance and in excess of the coverage under this Insurance shall be reimbursed up to the amount of such loss or damage (excluding the amount of the Deductible);.
- (ii) out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Insurance
- (iii) the remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Insurance, with respect to the amount of such primary insurance, Deductible, self insured retention, and/or loss or damage of a type not covered by this Insurance.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of the Underwriters, the expense thereof shall be borne by the Underwriters.

### 14. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a settlement under this Insurance shall be applied as if recovered or received prior to

the said settlement and all necessary adjustments shall be made by the parties hereto.

**15. FRAUDULENT CONDUCT AND MISREPRESENTATION**

This Insurance and any loss, damage or claim hereunder will be void if, whether before or after loss or damage, an Insured has:

- (i) intentionally concealed or intentionally misrepresented any material fact or circumstance;
- (ii) engaged in fraudulent conduct; or
- (iii) made false statements;

relating to this Insurance or any loss, damage or claim hereunder.

In the event that any provision of this clause is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this clause and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

**16. ABANDONMENT**

There shall be no abandonment to the Underwriters of any property.

**17. INSPECTION AND AUDIT**

The Underwriters or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Insured's books and records at any time up to two years after the termination of this Insurance, as far as they relate to the subject matter of this Insurance.

**18. ASSIGNMENT**

Assignment or transfer of this Insurance shall not be valid except with the prior written consent of the Underwriters.

**19. RIGHTS OF THIRD PARTIES EXCLUSION**

This Insurance is effected solely between the Insured and the Underwriters.

This Insurance shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Insurance.

This clause shall not affect the rights of the Insured.

**20. CANCELLATION**



This Insurance shall be non-cancellable by the Underwriters or the Insured except in the event of non-payment of premium where the Underwriters may cancel this Insurance at their discretion in the manner set out below.

In the event of non-payment of premium this Insurance may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or via the Insured's Broker by registered, certified, or other first class mail, at the Insured's address as shown in the Risk Details, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**21. ARBITRATION**

If the Insured and the Underwriters fail to agree in whole or in part regarding any aspect of this Insurance, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two (2) chosen shall before commencing the arbitration select a competent and disinterested umpire.

The arbitrators together shall determine such matters in which the Insured and the Underwriters shall so fail to agree and shall make an award thereon and if the Arbitrators fail to agree, they will submit their differences to the umpire. .

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

**22. LEGAL ACTION AGAINST THE UNDERWRITERS**

No one may bring a legal action against the Underwriters unless:

There has been full compliance by the Insured with all of the terms of this Insurance;  
and

The action is brought within two (2) years after the expiry or cancellation of this Insurance.

**23. MATERIAL CHANGES**

The Insured must notify the Underwriters of any change of circumstances which would materially affect this Insurance.

**24. EXPERTS FEES**

This Insurance includes, within the Sum Insured stated in the Risk Details, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the property insured following loss or damage covered under this Insurance.

**25. LAW**

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As stated in the Risk Details.

26. JURISDICTION

As stated in the Risk Details.

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**TERRORISM LIABILITY INSURANCE T3L**

**This is a liability claims made policy which is not subject to the terms and conditions of any other insurance. It should be read carefully by the Insured.**

**COVERAGE**

In consideration of the payment of the premium set out in Item 5 of the Declarations Underwriters agree subject to the insuring agreements, conditions, exclusions, definitions and declarations contained in this policy, to indemnify the Insured in respect of their operations, for Ultimate Net Loss by reason of the liability imposed upon the insured by law or assumed under an indemnification contract, for damages in respect of a claim, arising out of an occurrence as defined herein, for Bodily Injury and/or Property Damage **resulting solely and directly from an act or acts of terrorism as defined herein.**

PROVIDED such claim made is first received by the Insured during the policy period set out in Item 4 of the Declarations or the Insured gives written notification to underwriters of the discovery of his involvement in such act of terrorism within 90 days of the expiry of the policy.

**EXCLUSIONS**

This policy does not apply to any actual or alleged liability for:-

1. Loss, injury or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused.
2. Loss, injury or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any Government or public authority.
3. Loss by seizure or illegal occupation unless caused directly by an act of terrorism.
4. Loss, injury or damage caused by confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives the Assured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. Loss, injury or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

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6. Loss, injury or damage by chemical or biological release or exposure of any kind.
7. Loss, injury or damage by attacks by electronic means including computer hacking or the introduction of any form of computer virus.
8. Loss, injury or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion unless caused directly by an Act of Terrorism.
9. Delay or loss of markets, however caused or arising, and despite any preceding loss insured hereunder.
10. Loss, injury or damage caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications of any type or service.
11. Loss or increased cost as a result of threat or hoax, in the absence of physical damage due to an act of terrorism.
12. Loss, injury or damage to employees or arising under any workers' compensation, unemployment compensation or disability laws, statutes, or regulations;
13. Loss, injury or damage arising out of discrimination or humiliation;
14. Loss or damage to property
  - (a) owned, leased, rented or occupied by the Insured;
  - (b) in the care, custody or control of the Insured;
15. for fines, penalties, punitive damages, exemplary damages, or any additional damages resulting from the multiplication of compensatory damages;
16. Mental injury, anguish or shock where no bodily injury has occurred to the litigant;

Nothing contained in the above exclusions shall extend this policy to cover any liability which would not have been covered had these exclusions not been incorporated herein.

#### **LIMITS**

##### **1. LIMITS OF LIABILITY**

Underwriters shall only be liable for Ultimate Net Loss, as set out in Item 2 of the Declarations, in excess of the underlying amount and/or the each occurrence retention set out in Item 3 of the Declarations.

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Regardless of the number of occurrences or claims made against the Insured, Underwriters' total limits of liability shall not exceed the amount of Ultimate Net Loss. Such limits include defence expenses.

**2. UNDERLYING AMOUNT/EACH OCCURENCE RETENTION**

Only that part of any payment constituting Ultimate Net Loss shall deplete the underlying amount and/or the each occurrence retention set out in Item 3 of the Declarations. Regardless of the number of claims made against the Insured, where the underlying amount is in respect of each occurrence, the Insured shall always be liable for either the underlying amount or the each occurrence retention, whichever is the greater, in respect of each and every occurrence.

Regardless of the number of claims made against the Insured, where the underlying amount is in the aggregate, the Insured shall always be liable for the remaining underlying amount and/or the each occurrence retention.

The each occurrence retention shall be subject to no aggregate limitation regardless of the number of occurrences or Claims made against the Insured.

**3. JOINT VENTURES**

As regards any liability of the Insured which is insured under this policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called the "Joint Venture") in which the Insured has an interest:-

- (a) the underlying amount,
- (b) the each occurrence retention, and
- (c) the limits of liability of Underwriters under this policy shall be limited to the product of (i) the percentage interest of the Insured in the said Joint Venture (ii) the underlying amount and/or the each occurrence retention, and the limits of liability afforded the Insured by this policy, respectively. Where the percentage interest of the Insured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of any members of the said Joint Venture or any other parties. This Joint Venture clause shall not apply to any liability of the Insured where, as a result of the circumstances of an Occurrence, the terms of the Joint Venture agreement place the whole liability of the Joint Venture on the Insured.

**CONDITIONS**

This policy is subject to the following conditions:-

**1. INSOLVENCY**

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured and/or any insurer and/or any Underwriter shall not operate to:-

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- (a) deplete the underlying amount(s) and/or each occurrence retention set out in Item 3 of the Declarations;
- (b) increase Underwriter's liability under this policy;
- (c) increase any Underwriter's share of liability under this policy.

In no event shall any Underwriter of this policy assume the responsibilities and/or obligations of the Insured and/or any insurer and/or any Underwriter.

**2. OTHER INSURANCE**

Where the Insured is, irrespective of this policy, entitled to be indemnified in whole or in part by any other insurance in respect of any damages which would otherwise have been indemnifiable in whole or in part by the Underwriters of this policy, there shall be no contribution or participation by the Underwriters of this policy on the basis of any deficiency, concurrent or double insurance for such damages or that part of such damages for which the Insured is entitled to be indemnified by such other insurance. This condition will apply whether or not the Insured is actually indemnified by such other insurance.

**3. NOTICE OF CLAIM**

Prompt notice must be given to Underwriters whenever the Insured has information that a claim, alone or in combination with any other claims may give rise to liability.

For the purpose of this Condition 3 the Insured will notify Underwriters on the basis that the Insured is liable and further is liable for any amount claimed.

**4. PROTECTION MAINTENANCE**

It is agreed that any protection provided shall be maintained in good order throughout the currency of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

**5. PREVENTION OF FURTHER CLAIMS**

As soon as the Insured becomes aware of an occurrence or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same occurrence or conditions which may give rise to a similar occurrence.

**6. ATTACHMENT OF LIABILITY**

Liability to pay under this policy shall not attach unless and until the Insured has, with Underwriters' prior written consent, paid an amount of Ultimate Net Loss which exceeds the underlying amount and/or the each occurrence retention set out in Item 3 of the Declarations.

**7. DEFENCE**

Underwriters shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured but Underwriters shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this policy.

Underwriters will pay any defence expenses incurred after exhaustion of the underlying amount or each occurrence retention, whichever is the greater, provided the prior written consent of Underwriters is obtained before those defence expenses are incurred and subject to Underwriters' limits of liability set out Item 2 of the Declarations.

**8. APPEALS**

In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this policy, Underwriters may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Underwriters exceed the relevant limits of liability set out in Item 2 of the Declarations plus such cost, expense, costs, disbursements and interest.

**9. APPORTIONMENT OF DEFENCE EXPENSES**

Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this policy, then the percentage of any defence expenses that can be included in the Ultimate Net Loss shall be calculated by dividing that part of such payment which is covered by this policy, by the total amount paid by the Insured.

**10. LOSS PAYABLE**

Any amount for which Underwriters are liable under this policy shall be due and payable solely to the Insured's agent within 30 days after it is agreed by Underwriters.

**11. SUBROGATION**

Where an amount is paid by Underwriters under this policy, the Insured's rights of recovery against any other person or entity in respect of such amount shall be exclusively subrogated to Underwriters. At Underwriters' request the Insured will assist, co-operate and lend its name to the exercise of Underwriters' rights of subrogation. The Insured is hereby authorised to waive any rights of recovery in relation to any other party, provided such waiver is given in writing prior to the relevant occurrence.

**12. APPLICATION OF RECOVERIES**

All recoveries or payments recovered or received subsequent to a payment by Underwriters under this policy, after deduction of all recovery expenses, shall be applied

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as if recovered or received prior to such payment and all necessary adjustments shall then be made between the Insured and Underwriters.

**13. WAIVER OR CHANGE**

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under this policy; nor shall any part of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

**14. ASSIGNMENT**

Assignment of interest under this policy shall not bind Underwriters unless and until their written agreement thereto is secured.

**15. CANCELLATION**

Cancellation of this policy may be effected only by Underwriters or their representatives sending by certified or registered mail, notice to the other party stating when, not less than 30 days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the first named Insured at the address shown in Item 1 of the Declarations shall be sufficient proof of notice and the coverage under this policy with respect to all Insureds shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by first named Insured or by Underwriters or Underwriters' representatives shall be equivalent to sending by certified or registered mail.

If this policy shall be cancelled by Underwriters, they shall retain the pro rata proportion of the premium for the period this policy has been in force.

Notice of cancellation by Underwriters shall be issued only in the event of non-payment or short payment of premium.

This policy shall be non-cancellable by the Insured.

**16. LAW AND JURISDICTION**

As set out in declaration Item 7

**17. SERVICE OF SUIT**

If and as attached to this policy.

**18. ARBITRATION**

If the Assured and Underwriters fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the Assured and Underwriters shall so fail to agree and shall make an award thereon, and if they fail to agree, they will



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submit their differences to the umpire and the award in writing of any two, duly verified, shall determine the same.

**19. INSPECTION AND INVESTIGATION**

Underwriters shall be permitted but not obligated to inspect the Insured's property and operations at any reasonable time. Neither Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are adequate or safe.

In addition to the notice requirements in this policy, on request by Underwriters, the Insured will provide full details of all occurrences or claims which could deplete the underlying amount, deplete the each occurrence retention or ultimately give rise to indemnity under this policy.

The Insured will co-operate fully with Underwriters should Underwriters decide to investigate any such occurrence or claim. Underwriters may examine and audit the Insured's books and records at any time during normal working hours, as far as they relate to the subject matter of this policy.

**20. CROSS LIABILITY**

In the event of claims being made by reason of Bodily Injury suffered by any employee of one Insured which does not arise out of the injured employee's employment, for which another Insured is liable, then this policy shall cover the Insured against whom such claim is made in the same manner as if separate policies had been issued to each Insured.

Nothing contained in this Condition 20 shall operate to increase Underwriters' limits of liability set out in Item 2 of the Declarations.

**DEFINITIONS**

This policy is subject to the following definitions:-

**1. TERRORISM**

For the purpose of this Insurance, an act of terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**2. BODILY INJURY**

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury,

**MRC**

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EBG**

**3. CLAIM**

The word "claim", wherever used in this policy, shall mean that part of each written demand received by the Insured for damages covered by this policy, including the service of suit or institution of arbitration proceedings.

**4. DEFENCE EXPENSES**

The words "defence expenses", wherever used in this policy, shall mean investigation, adjustment, appraisal, defence and appeal costs and expenses and pre and post judgement interest, paid or incurred by or on behalf of the Insured.

The salaries, expenses or administrative costs of the Insured or its employees or any insurer shall not be included within the meaning of defence expenses.

**5. PROPERTY DAMAGE**

The words "property damage", wherever used in this policy, shall mean physical loss of, physical damage to or physical destruction of tangible property of a third party, including loss of use of the tangible property so lost, damaged or destroyed and/or removal of debris from third party property.

**6. ULTIMATE NET LOSS**

The words "ultimate net loss", wherever used in this policy, shall mean the amount the Insured is obligated to pay, by judgement or settlement, as damages resulting from a claim, including defence expenses in respect of such claim arising out of one occurrence.

**7. OCCURRENCE**

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses directly occasioned by one Act or series of Acts of Terrorism arising out of the same purpose or cause during any period of 72 consecutive hours within a radius of ten (10) miles.

However for the purposes of this policy no period of 72 consecutive hours shall commence prior to the attachment of this Policy.

**MRC**

**UMR : B0702KA306660n**

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**DECLARATIONS**

**All items as per {As per MRC Referenced: B0702}**

- Item 1. Name and Address of the Named Insured:-
- Item 2. Limits of Liability in respect of each occurrence and in all:- {Response}
- Item 3. Underlying Amount(s) or Each Occurrence Retention {Response}
- Item 4. Policy Period (both dates inclusive)
- a) inception date:- {Response}
- b) expiry date (subject to any date of cancellation):- {Response}
- Item 5. Premium:- {Response}
- Item 6. Payable on (dates):- {Response}
- Item 7. Jurisdiction {Response}

## SECTION 2 - DELAY IN START-UP

### Insuring Clause:

The Insurers hereby agree that, if at any time during the Period of Insurance as stated in the Schedule to this Section, any or all of the items specified in the Schedule suffer a Loss under Section I of this Policy, unless specifically excluded in this Section, thereby causing an interference in the erection work and/or testing schedule resulting in Delay to the Handover for Use Date (commencement of the insured business), the Insurers shall in respect of the Insureds' interest under this Section indemnify the Insured in the manner and to the extent as hereinafter defined.

The cover provided under this Section shall be the Loss of Gross Profit due to the reduction in Turnover and Increased Cost of Working, and the amount payable as indemnity hereunder shall be:

- in respect of Loss of Gross Profit: the sum obtained by applying the Rate of Gross Profits to the amount by which the actual Turnover during the Period of Indemnity falls short of the Turnover which would have been achieved had the Delay not occurred;
- in respect of Increased Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, without such expenditure, would have taken place during the Period of Indemnity, but not exceeding the sum obtained by applying the Rate of Gross Profit to the amount of the reduction in Turnover thereby avoided.

Less any amount which is saved during the Period of Indemnity as may cease or be reduced or be recovered in consequence of Loss (including liquidated damages and penalties due to the Insured).

If the sum insured hereunder is less than the sum obtained by applying the Rate of Gross Profit to the Turnover, the amount payable shall be reduced proportionally.

### Definitions:

#### PERIOD OF INSURANCE

The period of insurance shall be the period stated in the Schedule of this Section, terminating on the date specified in the Schedule or on any other date when the Erection All Risks cover under Section I expires.

#### SCHEDULED DATE OF COMMENCEMENT OF THE INSURED BUSINESS

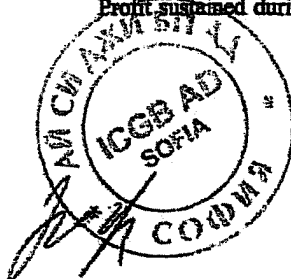
The date stated in the Schedule of this Section, save for variations, when the business would have been declared operational had the Delay not occurred.

#### PERIOD OF INDEMNITY

That period stated in the Schedule of this Section.

#### WAITING PERIOD

The time period stated in the Schedule of this Section for which the Insurer is not liable. If the aggregate Delay is less than or equal to the Waiting Period, the Insurer shall not be liable, however if the Delay is greater than the Waiting Period, the corresponding amount shall be calculated by multiplying the daily value of Loss of Gross Profit sustained during the Period of Indemnity by the number of days agreed upon as the Waiting Period, and



such amount shall be deducted once from all indemnities due under this Section irrespective of the number of Loss events occurred.

#### **TURNOVER**

The amount of money (less discounts allowed) that would have been earned in the absence of the Insured Delay, paid or payable to the Insured for goods, products or services sold, delivered or rendered in the course of the insured business conducted at the Premises.

#### **ANNUAL TURNOVER**

The Turnover which would have been achieved during the 12 months after the scheduled date of commencement of the insured business.

#### **SUM INSURED**

The amount of Gross Profit calculated over the Period of Indemnity. This resulting figure represents the maximum liability of the Insurer.

#### **GROSS PROFIT**

The contribution margin or the amount resulting from the difference between the value of the Turnover and the value of the variable costs.

#### **VARIABLE COSTS**

any costs incurred for the acquisition of goods, raw materials or auxiliaries as well as for supplies (unless required for the upkeep of operations) and any costs for packaging, carriage, freight, intermediate storage, turnover tax, purchase tax, licence fees and royalties for inventors, etc., insofar as such costs are dependent on Turnover and can be suppressed in the event of the occurrence of a Loss insured against.

#### **RATE OF GROSS PROFIT**

The ratio between the Gross Profits and the Turnover, corrected with the Adjustment(s).  
Adjustment(s): Coefficients calculated to take into account the general trend of the business and any other factors affecting the business so that the Rate of Gross Profits and Turnover / Annual Turnover represent those that, as closely as possible, would have been achieved during the Period of Indemnity had the Loss not occurred.

#### **DELAY**

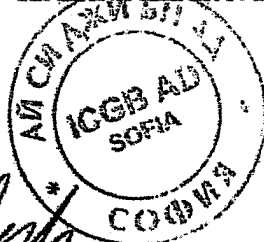
The period between the scheduled date of the Handover for Use Certificate of the Insured business and the actual date on which the insured business was or would have been able to commence operations resulting from the occurrence of Loss.

#### **HANDOVER FOR USE DATE**

the date at which the Handover for Use Certificate is issued.

#### **Exclusions:**

The Insurers shall not be liable for:



**1. Fines**

financial loss due to fines or damages for breach of contract for late or non-completion of orders.

**2. Non Availability of Funds**

financial loss due to delay in the commencement of, or interruption, or interference with the Business solely resulting from non-availability of funds

**3. Cancellation or Modifications**

financial loss due to delay in the commencement of, or interruption, or interference with the Business solely resulting from cancellation, lapse, or suspension of, or modification to, the Project not consequent upon Loss.

**4. Waiting Period**

the Waiting Period which shall apply once only to the aggregate of all financial loss notwithstanding the number of events of Damage contributing thereto.

**Memoranda:**

The Memoranda shall be subject to the Terms of this Policy except where stated otherwise.

**1. Professional Accountants**

In addition to any claim payment the Insurers will pay reasonable charges of professional accountants incurred by the Insured in producing business accounts and other such information that may reasonably be required by the Insurers for the purpose of investigating or verifying any claim accepted by the Insurers under this Section of the Policy.

The amount payable under this Memorandum in respect of the Insured Project shall not exceed the sublimit as specified in the Risk Details.

**2. Contingent Delay in Start-Up.**

This clause covers Loss of Gross Profits under the terms and conditions provided for by this Section of this Policy, resulting from Delay due to an interruption of, or an interference with the business of the Insured as a consequence of physical loss or damage at the location or to the property of any direct or indirect supplier, or customer or wholesalers, including utilities, provided that such physical loss or damage, had it occurred to insured property, would be covered pursuant to all the provisions stipulated in this Policy and therefore would qualify as a Loss covered hereunder.

The amount payable under this Memorandum in respect of the Insured Project shall not exceed the sublimit as specified in the Risk Details.

(a) Suppliers: The site of any supplier, manufacturer, or service provider, of any tier (excluding the premises of any utility supply undertaking from which the Insured obtains electricity, water or telecommunications services). Namely: [●]

(b) Customers: The site of any customer, of any tier. Namely: [●]



Property at or services to or from any:

- (i) generating station or sub-station of the electricity supply undertaking
- (ii) land based site of the gas supply undertaking or of any natural gas producer linked directly therewith
- (iii) water works or pumping stations of the water supply undertaking
- (iv) land based site of telecommunications, voice and data undertakings

including cables, pipes and the like up to the terminal points at the Project Site. Namely: [●].  
Named Perils only – Fire, Lightning, Explosion and articles dropped from Aircraft.

**3. Denial of Access**

Subject to the conditions of this Policy, any loss, as it would be insured by this Policy, resulting in interruption of, interference with or inaccessibility to the business, occurred at property within an 750m radius of the Premises, and such destruction of, or damage to, such property prevents or hinders the use of the Premises or the access to the Premises, irrespective of damage to such Premises, or by order of the authorities, or illegal occupation of property or rights of way shall be deemed to be Loss of Gross Profits resulting from Delay due to the occurrence of Loss to property of the Insured.

The amount payable under this Memorandum in respect of the Insured Project shall not exceed the sublimit as specified in the Risk Details.

**4. Additional Increase in Cost of Working**

This Section of the Policy extends to provide an indemnity in respect of the additional expenditure (beyond the amount otherwise payable under this Section) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the delay in commencement of or interruption of or interference with the Business which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage.

The amount payable under this Memorandum in respect of the Insured Project shall not exceed the sub limit as specified in the Risk Details.

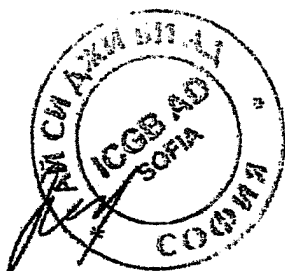
**5. Specific Waivers of Subrogation Rights**

Insurers agree to waive all rights of subrogation (including, for the avoidance of doubt, recourse to liquidated and ascertained damages payable under the construction contract) against the Insureds, howsoever acquired and wherever listed as Insureds under any section of this Policy, in respect of any claims settlement made by Insurers in accordance with this Section.

**6. Reinstatement of Limit of Liability and Indemnity Period**

In the event of Loss leading to an indemnity being provided under this Section, the Insurers agree to reinstate in full both the Limit of Liability and Indemnity Period for this Section in respect of any new occurrence of Loss during the residual Period of Insurance at terms and additional premium to be agreed with Insurers.

**7. Excesses and/or deductibles under Section I**



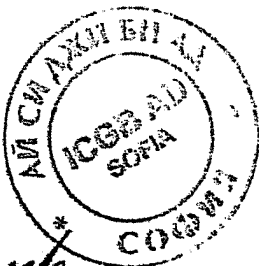
The insurance provided under this Section does not cover loss, destruction or damage which is not indemnifiable under Section I but this exclusion shall not apply to Loss which is not indemnifiable under Section I solely because it falls within the Section I excess(es) and/or deductibles.

**8. Coverage modified by endorsement**

It is noted and agreed that any modification of cover by way of memoranda - or endorsement - or by way of subsequent endorsement added to this Policy after inception, are to be considered to be automatically applicable to this Section.

**9. Liquidated Damages**

The Insurers shall not be liable for any reduction of Gross Earnings resulting from any Liquidated Damages that become owed to the Insured.





**GENERAL CONDITIONS – APPLICABLE TO SECTIONS 1 AND 2**

**1. Primary Policy**

It is specifically understood and agreed that the insurance provided by Sections I and II of this Policy shall be considered to be Primary Insurance for the Policyholder and that in the event of Loss which is also covered in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the Insured, the Insurers shall indemnify the Insured as if such other policy or policies of insurance are not in force and the Insurers agree to waive their rights of recourse if any against the Insurers of such other policy or policies of insurance

**2. Adjustment of Premium**

The Premium for the Insured Project declared has been calculated on an estimate provided by the Insured. The Insured shall declare the Final Contract Value of the Insured Project to the Insurers as soon as practicable after completion of the Insured Project and the Premium will be adjusted accordingly, any difference being paid to the Insurers or repaid to the Insured as the case may be.

It is agreed that a premium adjustment will only be calculated if the final contract value is not within  $\pm 15\%$  of the estimated contract value.

**3. Reasonable Precautions**

The Insured shall take all reasonable precautions to prevent Damage and the Insurers' representatives shall have access at all reasonable times to the Project Location and the Property Insured.

**4. Access and Inspection**

Representatives of the Insurers shall at any reasonable time prior agreement with the Insurers and Insured hereon have the right to inspect and examine any part of the Property Insured or the Project Location or off-site storage. In addition the representatives shall be provided by the Insured with any other information or papers pertaining to the Insured Project including independent engineering reports as may be reasonably requested by Insurers.

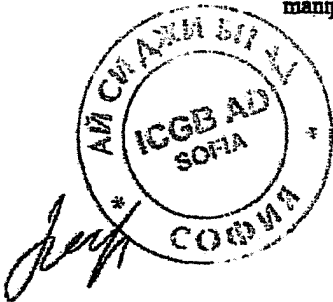
**5. Electronic data endorsement**

**1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) Damage distortion erasure corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Electronic Data means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment



Computer Virus means a set of corrupting harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature Computer Virus includes but is not limited to 'Trojan Horses' 'worms' and 'time or logic bombs'

- (b) However in the event that a peril listed below results from any of the matters described in paragraph (a) above this Policy, subject to all its terms conditions and exclusions, will cover physical damage occurring during the Policy period to Property Insured directly caused by such listed peril

Listed Perils:

- Fire
- Explosion

## 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer Loss then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation These costs will not include research and engineering nor any costs of recreating gathering or assembling such Electronic Data If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media However this Policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party even if such Electronic Data cannot be recreated gathered or assembled.

The amount payable in respect of electronic data processing media for the Project shall not exceed the sublimit specified in the Risk Details

## 6. SERIES LOSS

If an Insured Event resulting from (other than excluded herein) the development or discovery of a defect in design, plan, specification, materials or workmanship shall indicate or suggest that a similar defect exists elsewhere in the Property, the indemnity payable by the Company shall be as follows:

- For the loss or damage associated with the first items of such Property: 100%
- For the loss or damage associated with the second items of such Property: 75%
- For the loss or damage associated with the third items of such Property: 50%
- For the loss or damage associated with the fourth items of such Property: 25%

Further loss or damage to Property shall not be indemnified.

## 7. Political Risks

This Policy excludes permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority. Provided that the Insurers are not relieved of any liability to the Named Insured in respect of physical damage to the Insured Property occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.



**8. PROPERTY CYBER AND DATA EXCLUSION**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

**Definitions**

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6. Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

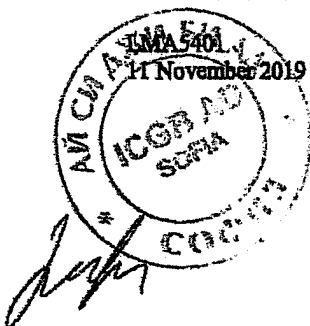
6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7. Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.



## SECURITY DETAILS

### REFERENCES

UMR (Unique Market Reference): B0702KA306660n  
Date contract printed to PDF: 10:29 07 January 2020

## SIGNED UNDERWRITERS

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### Lloyd's Insurance Company S.A.

Written Line	100.00%	Signed Line	100.00%
James Short		Written Line	Signed Line
Terrorism Facility - Section 3 - Political Violence EEA Risks Only		Master Reference:	B0702KA302130n
Lloyd's Insurance Company S.A. AML 5344		50.00%	50.00%
Reinsured by Lloyd's syndicate AML 2001			
Bound as Slip Leader, LIC S.A. Leader			
Agreed on	10:07 07 January 2020		
Participant Role: Facility Leader			
LIC:	5344		
Reference:	WTX5192319WA		
Description:			
Risk Code(s):	TO		
George Connell			
Terrorism Facility - Section 3 - Political Violence EEA Risks Only		Master Reference:	B0702KA302130n
Lloyd's Insurance Company S.A. CNP 5380		25.00%	25.00%
Reinsured by Lloyd's syndicate CNP 4444			
Bound			
Agreed on	10:07 07 January 2020		
Participant Role: Dec / Offslip Notification Required			
LIC:	5380		
Reference:	B59276CBA		
Description:			
Thomas Kennett			
Terrorism Facility - Section 3 - Political Violence EEA Risks Only		Master Reference:	B0702KA302130n
Lloyd's Insurance Company S.A. MRS 5306		25.00%	25.00%
Reinsured by Lloyd's syndicate MRS 457			
Bound			
Agreed on	10:07 07 January 2020		
Participant Role: Dec / Offslip Notification Required			
LIC:	5306		

Policy Number: (UMR) B0702KA306660n

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<i>Reference:</i>	TPAE995064EX
<i>Description:</i>	TO
<i>Reference:</i>	TWAE995064EX
<i>Description:</i>	WL

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