

HOUSTON CASUALTY COMPANY
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement

NETGUARD® SELECT INSURANCE ENDORSEMENT

NUCLEAR INCIDENT EXCLUSION

In consideration of the premium charged, it is understood and agreed that Section **VII. EXCLUSIONS AS TO THE ENTIRE POLICY** of this Policy is amended by the addition of the following Exclusion:

This Policy does not apply to any **Claim** based upon, arising from or in any way involving any injury, sickness, disease, death or destruction, including all forms of radioactive contamination of property:

- (a) with respect to which any **Insured** is also insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for exhaustion of its limit of liability;
- (b) resulting from the **Hazardous Properties of Nuclear Material** and with respect to which:
 - (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, as amended, or any regulations promulgated thereunder;
 - (2) any **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- (c) resulting from the **Hazardous Properties of Nuclear Material**, if:
 - (1) the **Nuclear Material** is at any **Nuclear Facility** owned by, or operated by or on behalf of, an **Insured** or has been discharged or dispersed therefrom;
 - (2) the **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
 - (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction maintenance, operation or use of any **Nuclear Facility**; provided, however, if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (c)(3) applies only to injury to or destruction of property at such **Nuclear Facility**.

As used in this Endorsement:

- 1. **“Hazardous Properties”** means radioactive, toxic or explosive properties.
- 2. **“Nuclear Facility”** means:
 - (a) any **Nuclear Reactor**;

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- (b) any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing **Spent Fuel**, or handling, processing or packaging **Waste**;
 - (c) any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of an **Insured** at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233, or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**, and
 - (e) the site on which any of (a) through (d) above is located, all operations conducted on such site and all premises used for such operations.
3. **“Nuclear Material”** means **Source Material, Special Nuclear Material or Byproduct Material**.
 4. **“Nuclear Reactor”** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
 5. **“Spent Fuel”** means any fuel element or fuel component, solid or liquid that has been used or exposed to radiation in a **Nuclear Reactor**.
 6. **“Waste”** means any waste material containing **Byproduct Material** and resulting from the operation by any person or organization of any **Nuclear Reactor** or any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing **Spent Fuel**, or handling, processing or packaging **Waste**.
 7. **“Source Material”, “Special Nuclear Material” and “Byproduct Material”** have the meanings given them in the Atomic Energy Act 1954, or in any law amendatory thereof.

All other terms and conditions of this Policy remain unchanged.