Nexus Mutual Kidnap & Ransom Cover Terms (the "Cover Terms")

INTRODUCTION

It is important that you read this document carefully, along with the **Schedule** together they comprise the Cover, setting out the terms and conditions of the discretionary cover provided by **Nexus Mutual**. If anything within the Cover or **Schedule** is incorrect, please speak to **Us**.

As the **Covered Member** and/or **Protected Person,** you must:

- provide **Us** with accurate and complete information;
- notify the Covered Member as soon as reasonably practicable if the information you have provided changes. The Covered Member undertakes to update Us with any information provided to them directly by the Protected Person as soon as possible;
- comply with your duties under this Cover;
- restrict knowledge of the existence of this Cover to a small number of key stakeholders, and as few people as possible;
- contact the named **Response Consultant** and **Covered Member** as soon as you become aware of a **Covered Event**, noting that time is of the essence for support provided by **Response Consultants.**

CLAIMS SUBMISSION.

To be eligible to submit a **Claim** under these **Cover Terms**, the individual or entity making the **Claim** must:

- Be a **Member** of **Nexus Mutual** at the time the **Claim** is submitted, having satisfied all membership requirements set forth in the Nexus Mutual Member Agreement https://app.nexusmutual.io/assets/Nexus-Mutual-DAO-Member-Agreement-FIN.pdf;
- Have successfully completed the Know Your Customer process;
- Have paid the required membership fee (the "**Membership Fee**") in full, as specified at: https://docs.nexusmutual.io/overview/membership; and
- Not reside in, or otherwise be located in, a country or jurisdiction that is subject to sanctions or other legal restrictions that prohibit participation in Nexus Mutual or the submission of a **Claim** as detailed in the: https://docs.nexusmutual.io/overview/membership

The Cover

Nexus Mutual provides a discretionary alternative to insurance. Subject to the terms and conditions contained or endorsed in this Cover, **it may provide a protection against Covered Loss** sustained by the **Protected Persons** as a result of the **Covered Events** occurring during the **Cover Period**. The Sub-limit applicable following each **Covered Event** is shown in the **Schedule**.

How to Get Help

This Cover provides access to specialist **Response Consultants**, who are named in the **Schedule**. Please refer to the accompanying document 'Initiating a Response to a Crisis', where you will find the 24-hour emergency telephone number.

Covered Events Definitions

Subject to Exclusions and these **Cover Terms**, **Nexus Mutual** *may* approve a **Claim**, if during the **Cover Period,** any of the following **Covered Events** take place:

Kidnap	The illegal actual or attempted taking, in the **Territory**, and holding captive of one or more **Protected Persons** by persons who then demand a **Ransom** specifically from assets of the **Protected Person** as a condition of the release of such captive(s).
Malicious Detention	The holding under duress of a **Protected Person** for whatever reason, irrespective of whether such holding under duress is by legal governmental authorities in the place of custody or by others. If held by legal governmental authorities the detention must be the result of malicious and false accusations against Protected **Person** of a criminal offence made solely and directly to achieve a political, propaganda, or coercive effect upon or at the expense of the **Protected Person** or the country of which the **Protected Person** is a national.
Extortion (if applicable, refer to the Schedule)	The making of illegal threats either directly or indirectly to the Protected Person to: • kill, injure or abduct a **Protected Person**; or • cause physical damage to or loss of Property; or by persons who then demand a Ransom as a condition of not carrying out such threats or in respect of Products Extortion prior to providing further information about the affected Products. Extortion does not mean and excludes any **Cyber Attack** or acts of a **Hacker**.
Hijack	The illegal holding under duress of a **Protected Person** whilst travelling in the Territory by any form of transport or when forcibly removed from that form of transport.
Unexplained Disappearance	The unexplained disappearance of a Protected **Person** for a period exceeding thirty-six (36) hours from the last confirmed contact with said **Protected Person**.
Hostage Situation	The illegal holding of one or more **Protected Person(s)**, for a period in excess of one (1) hour, by an **Opposing Party** who demands that a set of specified terms are met as a condition of the release of such **Protected Person(s)**. In respect of **Hostage Situation**, demands for the specified terms must be made against a **Protected Person**. Demands for specified terms may include, but are not limited to, demands for **Ransom**.

Definitions

Covered Losses

Subject to Exclusions and these **Cover Terms Nexus Mutual** may approve a **Claim** under this **Cover**, if during the **Cover Period Covered Member** suffers any of the following losses (the "**Covered Losses**"):

A. **Ransom** which has been surrendered; in the case of marketable goods, cryptoassets, monetary instruments, securities or services, **We** may pay the actual cash value at the time of surrender. For crypto Ransom, the amount will be determined as follows:
   - Payment will be made in the **Cover denomination asset** (e.g., ETH, USDC) found in the **Member Smart Contract Data**.
   - The value will be based on the **realizable market value** of the asset **at the time of surrender**.
   - The amount paid will be **subject to the overall Cover Amount and any applicable Sub-limits**.

B. The loss in transit of a **Ransom** by confiscation, destruction, disappearance, seizure, actual damage, wrongful abstraction, or theft while it is being conveyed to those who have demanded it by a person authorised to do so by the **Protected Person**.

C. Fees and expenses of the named **Response Consultant** or other independent security consultants and/or recall consultants retained by the **Protected Person** for a **Covered Event,** provided that **We** have given **Our** prior consent for the use of such other independent security and/or recall consultants.

D. Additional expenses necessarily incurred by the **Protected Person** following, and for the duration of a **Covered Event** (in respect of **Unexplained Disappearance,** such expenses shall not be covered beyond the **Cover Period**) incurred solely and directly as a result of the **Covered Event:**
   a. fees and expenses of an independent negotiator engaged by the **Protected Person** with **Covered Member** prior authorisation;
   b. fees and expenses of an independent public relations consultant and/or interpreter;
   c. reasonable costs of travel and accommodation incurred by the **Protected Person**;
   d. fees for independent psychiatric, medical and dental care including any costs for care by a neurologist, psychologist and any expense of confinement and/or legal advice incurred prior to and within twelve (12) months following the release of the Protected Person
   e. reward paid by the **Protected Person** to an **Informant** for information which contributes to the resolution of the **Covered Event**;
   f. reasonable fees and expenses of independent forensic analysts engaged by the **Protected Person**;
   g. reasonable rest and rehabilitation expenses, including meals and recreations, incurred by a **Protected Person** who is the victim of a **Hostage Situation**, **Kidnap**, **Malicious Detention** or **Hijack** and their immediate family (limited to spouse/partner, children, parents and siblings) within twelve (12) months following the release of the victim;
   h. reasonable costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by a **Protected Person** solely and directly as a result of a **Covered Event**;
   i. **Personal Financial Loss** suffered by a **Protected Person**;
   j. in respect of **Hijack** only, **We** cover reasonable and customary expenses for landing and take-off fees, refuelling charges and other expenses incurred by the **Protected Persons** to transport at economy fares, or reasonable costs of chartering an aircraft / vessel, all occupants of a **Hijacked** conveyance to their final destination should the original vehicle, craft or vessel be rendered inoperable, provided the costs are directly as a result of the **Hijack**;

k. costs of repatriation of the body of a **Protected Person** including the costs of burial/cremation incurred in the event of death following a **Covered Event**;

l. cost of childcare incurred directly as a result of a **Covered Event**;

m. expenses as a result of a search for explosives or other harmful materials on the **Covered Person's Premises**, including but not limited to evacuation and transport costs. **Such expenses may be covered** provided the **Protected Person's Premises** have been closed for a period in excess of three (3) consecutive days. **We** shall not cover any expenses incurred after the **Protected Person's Premises** have been closed for a period of more than thirty (30) consecutive days;

n. costs of electronic sweeps for bugs or other electronic listening devices on the **Protected Person's Premises**.

E. **Personal Accident** benefits as per the **Sub-Limits** listed in the **Schedule.**

In respect of **Unexplained Disappearance**:

If a **Protected Person** is the subject of an **Unexplained Disappearance** during the **Cover Period** and their body is not found within twelve (12) months after the **Unexplained Disappearance** and sufficient evidence is produced satisfactory to **Us** that leads **Us** inevitably to the conclusion that they sustained death solely and directly as a result of a **Kidnap, Malicious Detention, Hijack** or Extortion, **We** may forthwith pay the death benefit under this Cover provided that the person or persons to whom such a sum is paid sign an undertaking to refund such sum to **Us** if the **Protected Person** is subsequently found to be living.

Further Definitions

Claim	a request by a Covered Member in accordance with these Cover Terms for reimbursement of a loss resulting from a Covered Event, subject to the Cover Amount and these Cover Terms.
Claim Assessor	a Member who assesses a Covered Member's Claim under these Cover Terms.
Computer System	Any programs, computer network, hardware, software, internet-connected device, network-connected device, information technology or communications system, including any email system, intranet, extranet, website.
Computer Virus	Programs that are introduced without the **Protected Person's** permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious unwanted software.
Cover	collectively the matters which are the subject of the discretionary cover provided by Nexus Mutual as set out in the Member Smart Contract Data and these Cover Terms.
Connected Events	If it is evident from the demand(s) or the making of such demand(s) or any other circumstances that **Covered Events** are or were carried out in furtherance one of another, they shall be deemed to be connected and constitute a single **Covered Event.**
Cool Down Period	a period of 72 hours following the occurrence of the Covered Event

during which no Claims may be made.

Cover Period

The period of Cover as stated in **the Member Smart Contract Data.**

Covered Event

A **Kidnap, Malicious Detention, Extortion** (if applicable, refer to the Schedule)**, Hijack, Malicious Threat, Unexplained Disappearance, Hostage Situation** or a series of **Connected Events**

Cryptoassets

A digital representation of value or rights which may be transferred and stored electronically, using distributed ledger or similar technology.

Cyber Attack

Any digital attack, whether or not accompanied by a **Ransom** demand, designed to disrupt access to or the operation of a **Computer System**, including but not limited to any:

1. **Computer Virus**; or
2. denial of service attack or distributed denial of service attack.

Cyber Act

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.

Cyber Incident

means:

1.1 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

1.2 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.

Cyber Loss

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.

Data

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.

Excluded Territory

any jurisdiction expressly listed as excluded in the Schedule.

Grace Period

the period during the Cover Period or within 12 months following Covered Event ending during which the Covered Member may submit a Claim.

Hacker

Anyone who gains unauthorised access to a **Protected Person's** or the **Protected Person's Computer System** or data held electronically by the **Protected Person** or on their behalf.

Informant	A person providing information not otherwise obtainable and solely in return for a monetary payment or other award offered by the **Protected Person**.
Covered Premises	That portion of any real property which is occupied by the **Covered Persons** in the conduct of their business.
Loss of Extremity	The permanent physical separation or the total and irrecoverable loss of use of all or part of a digit or all or part of an ear, nose or genital organ by deliberate mutilation.
Loss of Hearing	Loss of hearing in one or both ears which is certified as being entire and irrevocable by a locally qualified practitioner.
Loss of Limb	Loss by separation or the total and irrecoverable loss of use of a hand at or above the wrist or a foot at or above the ankle.
Loss of Sight	Loss of sight of one or both eyes which is certified as being entire and irrevocable by a locally qualified practitioner.
Loss of Speech	Loss of speech which is certified as being entire and irrevocable by a locally qualified practitioner.
Member Smart Contract Data	data held on the Ethereum Network in relation to a specific Member.
Opposing Party	Person(s) who illegally hold one or more **Protected Person(s)**.
Permanent Total Disablement	Disablement which necessarily and continuously prevents a **Protected Person** from attending to every aspect of their normal business or occupation for a period of six (6) months. At the end of such a period, they should be certified by two locally qualified medical practitioners approved by **Us** as being beyond hope of improvement. If the **Protected Person** has no business or occupation the disablement must confine them immediately and continuously to their residence, unless assisted, and prevent them from attending to their normal duties.
Personal Accident	**Loss of Limb, Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Extremity, Permanent Total Disablement** or death sustained by a Protected **Person(s)**, solely and directly as a result of an actual or attempted **Kidnap, Extortion, Malicious Detention, Hostage Situation** or **Hijack** provided that such injury causes the death or disablement of the **Protected Person** within thirty-six (36) months from the date of the incident. **Personal accident** shall also extend to apply to bodyguards and vehicle operators or other such persons whilst employed by the **Protected Person** during a **Kidnap, Malicious Detention, Hostage Situation** or **Hijack**.
Personal Financial Loss	Loss suffered by a **Protected Person** due to their physical inability to attend to personal financial matters while a victim of and as a direct

result of a **Kidnap, Malicious Detention, Extortion, Hijack** or **Hostage Situation**.

Protected Person(s)	1. Any person(s) named or specified in the **Schedule**. 2. A spouse or a relative, child (including step, adopted, in-law or foster child), parent (including step, adopted or parent-in-law), domestic partner, sibling (including step or sibling-in-law), fiancé, fiancée, niece, nephew, aunt, uncle, lineal descendant, spouse of a lineal descendant, ancestor, or spouse of an ancestor of a **Covered Person**.
Ransom	Fiat, crypto assets, and/or marketable goods, monetary instruments, securities or services surrendered or to be surrendered by the **Covered Person** or on their behalf to meet a **Kidnap, Hostage Situation, Extortion** or **Hijack** demand.
Response Consultant	Any person, company or firm named as Response Consultant in the **Schedule** and approved by **Us**.
Schedule	A document attached to the **Member Smart Contract Data**, forming a part of the **Cover**, providing additional conditions, definitions and further details relevant to the cover, including, but not limited to the **Sub-Limits** and excluded territories.
Sub-limit	The portion of the overall **Cover Amount** that is specifically allocated to a particular **Covered Event** under this **Cover**. The **Sub-limit** represents the maximum amount payable by Nexus Mutual for Claims arising from that specific Covered Event, and is subject to the overall Cover Amount and all other **Cover Terms**.
Territory	Means any jurisdiction worldwide, excluding any **Excluded Territories**.
Nexus Mutual/We/us/our	Means the decentralised autonomous organisation, Nexus Mutual DAO, acting through its Panamanian Foundation Terrapin International Foundation.

Conditions

1) When the **Covered Event** has occurred, or is believed to have occurred, the **Protected Person** must:
    a) inform **the Covered Member** and the named **Response Consultant** as soon as is practicable and provide all relevant information that **We** or they require; and where appropriate or required by law, inform or allow the named **Response Consultant** to inform the appropriate authorities responsible for law enforcement in the country where a **Covered Event** has occurred of the **Ransom** demand as soon as is practicable whilst having utmost regard to the personal safety of the **Protected Person**;
    b) before agreeing to the payment of any **Ransom**, make every reasonable effort to:
        i) determine that the **Covered Event** has actually occurred and is not a hoax;

   - ii) ensure that a senior official of the **Covered Member** agrees to the payment of the **Ransom**;
   - c) when requesting the reimbursement hereunder of a **Ransom**, be able to demonstrate that such **Ransom** had been surrendered under duress.

2) The **Covered Member and the Protected Person** must do all things reasonably practicable to avoid or diminish any **Losses** whilst having utmost regard to the personal safety of the **Protected Person(s)**.

3) The **Covered Persons and the Protected Person** must at all times use their best efforts to restrict knowledge of the existence of this Cover.

4) The **Covered Member and/or the Protected Person** must provide all necessary evidence and complete, sign or seal all papers required by **Us** to recover compensation in respect of any Loss. If **We** instigate proceedings in the **Covered Member's** name or in the name of the **Protected Person**, any money recovered will belong to **Us**.

5) This document, the **Schedule** and any extensions or endorsements attached are one contract and form the Cover. The **Schedule can only be amended with Our and Covered Member's authority**.

6) No assignment of the **Covered Member** interest under this Cover shall be binding on **Us**. Any such assignment will make this Cover null and void.

7) Notice to anyone other than the **Covered Member** or **Us** will not change any part of this Cover, or prevent **Us** from asserting **Our** rights under the Cover. Terms may only be waived or changed by an endorsement forming part of this Cover.

8) Failure by **Us** to exercise or enforce any right in this Cover does not mean **Our** rights are waived. **We** may exercise or enforce **Our** rights at any time.

9) In respect of the **Personal Accident** coverage provided under this Cover the following conditions apply:
   - a) Any **Protected Person**, bodyguard or vehicle operator or other such persons whilst employed during a **Kidnap, Malicious Detention, Extortion** or **Hijack** who suffers an incident which causes or may cause disablement within the meaning of this Cover must place themselves under the care of a qualified medical practitioner as early as possible after the incident.
   - b) **Any discretionary payment by Us is contingent upon the Protected Person** permitting the medical advisers appointed by **Us** to be allowed as often as is thought necessary to examine the **Protected Person**, bodyguard or vehicle operator or other such persons whilst employed during a **Kidnap, Extortion, Malicious Detention** or **Hijack**.

10) if the **Protected Person** has not told **Us** about or has misrepresented any facts or circumstances which might affect **Our** decision to provide this Cover or the terms of this Cover, **We** can refuse to pay a claim or **We** can treat this Cover as if it never existed. If a false or fraudulent claim is made, or a fraudulent device is used when making a claim, **We** can refuse to pay it, or **We** can recover from the **Covered Member** any sums paid by **Us**, or **We** can treat this Cover as if it never existed.

11) **We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder:
   - a) to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America;

b) The Protected Person has failed to comply with their duty of disclosure;

c) The Protected Person has made a misrepresentation to **Us** during negotiations prior to the issue of this **Cover**;

d) The Protected Person has failed to comply with a provision of the **Cover**;

e) The Covered Member has made a fraudulent **Claim** under the **Cover**;

f) The Protected Person has committed any act or omission which alters, or permits the alteration of, the state or condition of the subject matter of the Cover; or

12) Unless specifically agreed to the contrary this Cover is governed by the laws of England and Wales. Each party irrevocably agrees that the courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Policy.

13) Alteration to risk - If the **Covered Member and/or the Protected Person** becomes aware of any changes to the facts or circumstances which existed when this Cover commenced that change the nature of the risk in a way that would increase the risk of loss, damage or liability the **Covered Member** must notify **Us** in writing. At our sole discretion, **We** may adjust the Claim payment to reflect the increased risk and/or reduce the scope of the Cover proportionately. If we consider the risk unacceptable, **We** may cancel the **Cover**.

14) Loss amounts are to be calculated:
   a) after subtracting any **Reimbursements**; and
   b) using exchange rates from *coingecko.com* or if not available any other reputable crypto pricing data site.

15) Claim Amount shall be determined as the lesser of:
   a) Loss as calculated in accordance with these Cover Terms; and
   b) The Cover Amount.

16) Claim Essentials:
   a) Nexus Mutual *may* make a payment of the **Claim Amount** subject to the following conditions:
      i) compliance with these **Cover Terms**; and
      ii) **Claim Assessors** vote; and
      iii) The **Claim Amount** not exceeding the remaining **Cover Amount**; and
      iv) the **Covered Member** submitting a **Claim** only after the **Cool Down Period** has ended.
      v) the **Covered Member** submitting a **Claim** during the **Cover Period** or within the **Grace Period**.
   b) Cover ends when:
      i) the full **Cover Amount** has been redeemed in **Claims**; or
      ii) the **Cover Period** specified at purchase has ended;
      whichever is earlier.

17) **Redeeming**: subject to an approval of a **Claim** as described in these **Cover Terms**, the Covered Member may redeem the **Claim Amount** within thirty (30) days from the **Claim** approval date.

18) **Cover limits:** Claims Amount in the aggregate shall be limited to the Cover Amount inclusive of the Sublimit, as specified in the Schedule, regardless of the number of Covered Events that may take place.

19) **Cover Termination**. Cover ends when:

a) the full Cover Amount has been redeemed in claims; or
b) the Cover Period specified at purchase has ended;
whichever is earlier.

REIMBURSEMENTS.

20) The **Covered Member** shall take all reasonable steps to preserve any rights to **Reimbursement** or other recovery from any third party in connection with any **Claim** for any loss, and preserve Nexus Mutual's **Reimbursement** rights with respect thereto.
21) Upon approval and redemption of a **Claim Amount,** the **Covered Member** agrees and warrants to:
    a) Promptly, and in any event no later than within 20 days, assign all rights over any **Reimbursements**, or rights to any **Reimbursements** to Us or an entity chosen by Us; and
    b) If assignment is not possible, allow Us or an entity chosen by Us to pursue recovery on Our behalf.
22) If the **Covered Member** receives any **Reimbursement** or other compensation (including from a third party, insurance, legal proceeding or settlement) after a Claim Amount has been paid, the **Covered Member** shall:
    a) Promptly notify Nexus Mutual of the **Reimbursement** amount received; and
    b) Promptly, and in any event no later than within 5 days of receipt, repay to Us or an entity chosen by Us
        i) The amount received as **Reimbursement**; or
        ii) The Claim Amount previously paid by Nexus Mutual under these Cover Terms.
23) In no event shall the Covered Member waive any rights that could adversely affect Nexus Mutual's ability to recover Reimbursement or exercise its assignment rights. Any amounts recovered by the Covered Member or by Nexus Mutual in connection with the exercise of its Reimbursement or assignment rights shall be applied as follows:
    a) First, to reimburse Nexus Mutual for the **Claim Amount** paid by Nexus Mutual under this Cover and for any costs or expenses incurred in connection with such recovery; and
    b) Second, any remaining recovered amounts shall be paid to the **Covered Member.**
24) The Covered Member shall not retain any compensation that results in double recovery for the same loss. In the event that the total amount recovered from all sources (including the Claim Amount, **Reimbursements**, or other recoveries) exceeds the Covered Member's actual loss, the Covered Member must return the excess to Nexus Mutual.

EXCLUSIONS.

We will not cover:

25) Any losses which are, or but for this Cover would be, covered under any other insurance, except where such other insurance is expressly stated to be in excess of this Cover. However, **We** may pay the amount exceeding the cover available under that other insurance.
26) A series of **Connected Events** where the first of which commenced before the Covered Period.

27) Face-to-Face Robbery:

The deliberate surrender of a **Ransom** in any face-to-face encounter unless the **Ransom** is being conveyed for the sole purpose of paying a previously communicated **Ransom** demand. This exclusion is deleted in respect of a **Hostage Situation** only.

28) At Location Robbery:

The payment of a **Ransom** either at the **Kidnap** location of one or more **Covered Member/Person**, or where the **Extortion** demand is first made unless a **Ransom** demand has already been received prior to bringing the **Ransom** to that location. This exclusion is deleted in respect of a **Hostage Situation** only.

29) Loss arising from a criminal act or an attempt either directly or indirectly to defraud **Nexus Mutual** by the **Protected Member**, whether acting alone or in collusion with others.

30) In respect of **Malicious Detention** only:

    a) Any loss arising from a **Malicious Detention** for a period of less than three (3) hours;

    b) Failure of the **Covered Person** to properly procure or maintain immigration, work, residence, travel or similar visas, permits or other documentation;

31) Any loss arising from a **Hijack** for a period of less than three (3) hours

32) Loss arising from any **Cyber Attack** or acts of a **Hacker**.

33) Notwithstanding any provision to the contrary within the **Cover** or any endorsement to it, this **Cover** does not apply to any Covered Event or claim caused by, arising out of, based upon, attributable to or connected with, directly or indirectly by:

    a) any Cyber Loss, regardless of any other cause or event contributing concurrently or in any other sequence to it; or

    b) any acquisition, collection, access or disclosure of Data by a person or entity, or in any manner, that is unauthorised.

SANCTIONS LIMITATION CLAUSE.

We shall not be deemed to provide cover and neither **Nexus Mutual** nor any (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ENTIRE AGREEMENT.

These **Cover Terms** and any applicable **Schedules** constitute the entire agreement between the parties and no **Member**, or **Nexus Mutual** as a whole, shall be liable or bound to any other **Member** in any manner by any warranties, representations or covenants outside these **Cover Terms**, whether or not in writing, in relation to the subject matter of this **Cover**.