

# **KBIS PONY CLUB BRANCHES PROPERTY AND PERSONAL ACCIDENT INSURANCE**

Please read these Terms & Conditions and Certificate of Insurance and keep it in a safe place. Should any of the details on the Policy be incorrect, or change, please advise KBIS immediately.

The policy is underwritten by XL Catlin Insurance Company UK Limited and is annually renewable subject to any changes effected by Underwriters. Policy terms and conditions, premiums and deferment periods may change each year.

KBIS British Equestrian are authorised to accept business under this scheme in accordance with the terms and conditions of a binding authority granted by Underwriters. Unless otherwise stated the policy duration will be 12 months.

## **IMPORTANT INFORMATION**

This contract of insurance comprises this Policy, the Certificate(s) and any attaching endorsements and are to be read as one contract.

### **Non-disclosure/Misrepresentation**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete. Careless misrepresentation in the context of a claim

If, on presentation of a claim, **we** obtain evidence which establishes that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and settling the terms and premium of this insurance **we** may:

- treat this insurance as if it never existed and refuse to pay all claims and return the premiums paid, if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- treat **your** insurance as if it had been entered into on different terms from those agreed;
- reduce proportionately the amount paid on a claim if **we** would have charged more for **your** insurance.

### **Careless misrepresentation generally**

If **we** obtain evidence unrelated to any outstanding claim which establishes that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting the terms and premium of this insurance **we** may:

- give **you** notice in writing that **you** must pay more for **your** insurance;
- give **you** notice in writing that the terms of **your** insurance have changed; or
- cancel this contract of insurance by giving **you** thirty days' (30) notice in writing and return any premium paid for the balance of the contract term;
- cancel this contract of insurance and treat it as if it never existed, decline all claims and retain the premium.

If **we** give **you** notice that the terms of **your** insurance have changed or that **you** must pay more for **your** insurance then **you** may give **us** thirty days' (30) notice in writing that **you** wish to terminate the contract.

Any return premium due to **you** will depend on how long this contract of insurance has been in force and whether **you** have made a claim.

If we establish that **you** deliberately or recklessly provided **us** with false information we may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium

### **Change in circumstance**

**You** must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which happens before or during any period of insurance. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

**You** should keep a record (including copies of letters) of all information **you** supply to **your** insurance advisor or **us** in connection with this contract of insurance. No change or modification to this **policy** shall be effective unless confirmed in writing by **your** insurance advisor.

**We** expect that the **amounts insured** will represent the full value of the **item insured**. If **you** are in any doubt speak to **your** insurance advisor.

### **Fraud**

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this contract of insurance shall be invalid and all claims shall be forfeited.

### **Sanctions**

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### **Cancellation**

**You** are entitled to cancel this contract of insurance by writing to, or telephoning KBIS within fourteen (14) days of either:

- the date you receive this contract of insurance; or
- start of the **period of insurance**
- whichever is the later.

If **you** cancel prior to the start of the **period of insurance** **you** will receive a full refund of premium.

If **you** cancel within fourteen (14) days of the start of the **period of insurance** **we** will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided **you** have not made a claim. The amount refunded will be dependent on how long this Policy has been in force and any outstanding adjustments. The refund for the remaining **period of insurance** will be calculated from the date that **we** receive the notice of cancellation from **you**.

### **Cancellation (After the Cooling Off Period)**

**You** can also cancel this **policy** at any time by writing to, or telephoning KBIS.

**We** will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided **you** have not made a claim. The amount refunded will be dependent on how long this Policy has been in force and any outstanding adjustments. The refund for the remaining **period of insurance** will be calculated from the date that **we** receive the notice of cancellation from **you**.

**We** can cancel this **policy** by giving **you** thirty (30) days' written notice by recorded delivery at **your** current address shown in the Schedule. **We** will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided **you** have not made a claim. The amount refunded will be dependent on how long this Policy has been in force and any outstanding adjustments. The refund for the remaining **period of insurance** will be calculated with effect from thirty (30) days after written notice is sent.

#### **Due Dilligence**

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to:-

- prevent accidents and to maintain all buildings, furnishings and Insured Property in proper repair.
- employ only competent Employees and to act in accordance with all statutory obligations and regulations.

The Insured shall forthwith make good or remedy any defect or danger, which becomes apparent or take such additional precautions as the circumstances may require.

#### **Complaints**

If **you** have any questions or concerns about this *insurance* or the handling of a claim, please contact KBIS. Our details are as follows:

Kbis Ltd.  
Cullimore House,  
Peasemore  
Newbury  
Berkshire RG20 7JN  
United Kingdom  
Tel: 01635 247474  
Email: [ask@kbis.co.uk](mailto:ask@kbis.co.uk)

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to:

Complaints Manager  
XL Catlin Insurance Company UK Limited  
20 Gracechurch Street  
London EC3V 0BG  
United Kingdom  
Email: [AXAXLUKComplaints@axaxl.com](mailto:AXAXLUKComplaints@axaxl.com)  
Telephone Number: +44 (0) 20 7743 8487

Complaints that cannot be resolved by the Complaints Manager may be referred to the Financial Ombudsman Service at:

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
*United Kingdom#*

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### **From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)  
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

#### **From outside the United Kingdom**

Telephone Number: +44 (0) 20 7964 1000  
Fax: +44 (0) 20 7964 1001

#### **Compensation**

KBIS Ltd and XL Catlin Insurance Company UK Limited are covered by the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

#### **Data Protection**

You should understand that any information you have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints if any, which may necessitate providing such information to other parties.

## DEFINITIONS

In this Insurance:-

- 1) "Assured" or "Insured" means the Branch of the Pony Club specified in the Schedule.
- 2) "Insured Property" means, in respect of Section 1 Sub-Section A hereof only, Trailers, Caravans (other than Motor Caravans), Portable Jumps, Cups and Trophies, Dressage Boards, Markers, Stakes, Poles, Ropes, Public Address Systems, Marquees/Tentage and associated Contents, Starting Pistols and other like equipment, all the property of the Assured or in the Assured's care, custody or control.  
  
"Insured Property" means, in respect of Section 1 Sub-Section B hereof only, any Vehicle belonging to a Committee Member, Accredited Official or Instructor of the insured Branch of the Pony Club.
- 3) "Vehicle" means any motor car, motor van, motorised horsebox, motorised caravan or motor cycle.
- 4) "Bodily Injury" means identifiable physical injury which:-
  - (a) is caused by an Accident, and
  - (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the disablement of the Insured Person within 12 months from the date of the Accident or, in respect of Section 3 only, occasions the death or disablement of the Insured Person within 12 months from the date of the Accident.
- 5) "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
- 6) "Temporary Total Disablement" means disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.
- 7) "Permanent Total Disablement" means:-
  - (a) in respect of Section 2 hereof, disablement which entirely prevents the Insured Person from attending to his usual occupation or any occupation for which he is fitted by training and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement  
  
or, in respect of Insured Persons normally attending full-time education, disablement which causes the complete and continuous inability to perform the normal activities of a healthy person of the same age and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
  - (b) in respect of Section 3 hereof, disablement which entirely prevents the Insured Person from attending to his usual occupation or any occupation for which he is fitted by training and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
- 8) "Loss of a Limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
- 9) "Medical Expenses" means expenses necessarily incurred by the Insured Person for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
- 10) "Air Travel" means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
- 11) "Insured Person" means:-
  - (a) in respect of Section 2 hereof, individual members (aged up to and including 25 years of age) of the Branch of the Pony Club specified in the Schedule.
  - (b) in respect of Section 3 hereof, instructors, officials and voluntary helpers at Pony Club sanctioned activities organised and/or run by the Branch of the Pony Club specified in the Schedule.
- 12) "Assisting" means organising, officiating at, stewarding at, instructing at, setting up and running and includes course building (show jumps and cross-country fences) only.
- 13) Words in the masculine gender shall include the feminine.

## **SECTION 1 - PHYSICAL LOSS OF OR DAMAGE TO PROPERTY**

### **Sub-Section A: Property Owned by the Branch or Property in the Branches' Care, Custody or Control**

(included only if specified as being so in the Schedule).

The Insurers hereby agree, to the extent and in the manner herein provided, that if, during the Period of Insurance, the Insured Property is physically lost, destroyed or damaged other than by a cause herein excluded, whilst within the Geographical Limits, the Insurers will pay to the Assured:-

- a) in respect of Insured Property temporarily hired to the Assured under contract (up to but not exceeding 30 days in the Period of Insurance), the amount required to replace the property in a condition equal to but not better or more extensive than its condition when new.
- b) in respect of Insured Property other than as described in (a) above, the value of the property at the time of the happening of the loss or destruction or the amount of the damage.

Provided always that:-

- a) the liability of the Insurers in respect of any one loss or in the aggregate in the Period of Insurance shall in no case exceed the Sum Insured set forth for Section 1 Sub-Section A in the Schedule.
- b) the Assured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the Insured Property.

### **GEOGRAPHICAL LIMITS**

Anywhere in the United Kingdom and up to 30 days anywhere in the World.

### **EXCLUSIONS**

This Insurance does not cover:-

- 1) loss, destruction or damage caused by:-
  - (a) moth, vermin, wear, tear, gradual deterioration, damp, mildew, rust, oxidisation, electrical or mechanical breakdown or derangement or damage to tyres.
  - (b) scratching, denting or bruising.
  - (c) loss from unattended vehicles unless:-
    - (i) from locked boot, or
    - (ii) if an estate car, property kept out of sight in locked vehicle.
  - (d) the actual process of dyeing, cleaning, repair or renovation.
  - (e) delay, loss of market or consequential loss of any kind.
  - (f) climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be covered under an ordinary fire insurance.
  - (g) infidelity of cup and/or trophy holders and/or winners.
  - (h) infidelity of persons or Organisations hiring or borrowing Insured Property from the Assured.
  - (i) or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2) loss, destruction or damage to:-
  - (a) Buildings or Small Huts of any description.
  - (b) Money, Cash, Currency, Bank Notes, Credit Cards, Negotiable Documents or Stamps.
  - (c) Articles of a brittle nature unless caused by burglars, thieves or fire.
  - (d) Guns caused by rusting or bursting of barrels.
  - (e) Horses, Ponies or other Livestock.
  - (f) Jumps whilst in use.
  - (g) Saddlery or Tack.
  - (h) Motor vehicles.
- 3) (a) the first £125.- of each and every loss, destruction or damage to caravans or trailers.

- (b) the first £125.- of each and every loss, destruction or damage to Insured Property not specified in (a) above whilst left unattended and not contained in a locked building, caravan or similar structure.
  - (c) the first £75.- of each and every loss, destruction or damage to Insured Property not specified in (a) above at all times not specified in (b) above.
- 4) any loss, destruction or damage which at the time of the happening of such loss, destruction or damage is insured by or would, but for the existence of this Insurance, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.

**Sub-Section B: Damage to Motor Vehicles**

(included only if specified as being so in the Schedule).

The Insurers hereby agree, to the extent and in the manner herein provided, that if, during the Period of Insurance, the Insured Property sustains accidental external visible damage caused directly or indirectly by a horse/pony or horse/pony drawn vehicle whilst at the site of any official Pony Club activity only (excluding whilst travelling thereto or therefrom), within the Geographical Limits, the Insurers will pay to the Assured the cost of repair of such damage to the Insured Property.

Provided always that :-

- a) the repair to the Insured Property shall reinstate the Insured Property to its condition directly before the occurrence of the damage and shall not improve upon its condition prior thereto.
- b) the liability of the Insurers in respect of any one loss or in the aggregate in the Period of Insurance shall in no case exceed the Sum Insured set forth for Section 1 Sub-Section B in the Schedule.
- c) the Assured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the Insured Property.

**BENEFITS**

GBP 1,500 per vehicle                      GBP 10,000 any one activity

**GEOGRAPHICAL LIMITS**

Anywhere in the United Kingdom and up to 30 days anywhere in the World.

**EXCLUSIONS**

This Insurance does not cover:-

- 1) loss, destruction or damage caused by:-
  - (a) moth, vermin, wear, tear, gradual deterioration, damp, mildew, rust, oxidisation, electrical or mechanical breakdown or derangement or damage to tyres.
  - (b) delay, loss of market or consequential loss of any kind.
  - (c) climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be covered under an ordinary fire insurance.
  - (d) infidelity of persons or Organisations hiring or borrowing Insured Property from the Assured.
  - (e) or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2) the first £100.- of each and every damage.

## **SECTION 2 - MEMBERS PERSONAL ACCIDENT**

(included only if specified as being so in the Schedule and applicable separately in respect of each Insured person).

The Insurers hereby agree, to the extent and in the manner herein provided, that if the Insured Person sustains Bodily Injury during the Period of Insurance whilst attending an official Pony Club activity only including all official training/practice sessions thereof and including direct travel to or from the site of the said activity, they will pay to the Insured Person according to the Schedule of Compensation after the total claim shall be substantiated hereunder.

Provided always that:-

- 1) the total sum payable under this Insurance in respect of any one or more Accidents to the Insured Person shall not exceed in all the sum insured specified in the Schedule of Compensation.
- 2) the Insured Person becomes totally disabled within twelve months of the date of the Accident, and such disablement lasts for twelve months.

### SCHEDULE OF COMPENSATION

- |                                |           |
|--------------------------------|-----------|
| 1) Permanent Total Disablement | £30,000.- |
|--------------------------------|-----------|

### EXCLUSIONS

This Insurance does not cover disablement directly or indirectly arising out of or consequent upon or contributed to by:-

- 1) the Insured Person driving or riding on motor cycles or motor scooters other than mopeds.
- 2) the Insured Person engaging in or taking part in hunting on horseback.
- 3) the Insured Person engaging in Air Travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 4) attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
- 5) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 6) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.
- 7) the death of the Insured Person.
- 8) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress or mental or emotional disease or disorder of any kind.

### **SECTION 3 - INSTRUCTORS, OFFICIALS AND VOLUNTARY HELPERS PERSONAL ACCIDENT**

(included only if specified as being so in the Schedule and applicable separately in respect of each Insured Person).

The Insurers hereby agree, to the extent and in the manner herein provided, that if the Insured Person sustains Bodily Injury during the Period of Insurance whilst Assisting at any official Pony Club activity only including all official training/practice sessions thereof and including direct travel to or from the site of the said activity, they will pay to the Insured Person or to the Insured Person's Executors or Administrators according to the Schedule of Compensation after the total claim shall be substantiated hereunder.

Provided always that:-

- 1) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident.
- 2) If payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident.
- 3) The total sum payable under this Insurance in respect of any one or more Accidents to the Insured Person shall not exceed in all the largest sum insured under any one of the items contained in the Schedule of Compensation, except that the Insurers will in addition pay Medical Expenses.
- 4) If an Accident causes the death of the Insured Person within twelve months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under items 2 to 7 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
- 5) Compensation shall only be payable under items of the Schedule of Compensation if:-
  - (a) under item 1, death occurs within twelve months of the date of the Accident.
  - (b) under items 2 to 6 inclusive, loss occurs within twelve months of the date of the Accident.
  - (c) under item 7, the Insured Person becomes totally disabled within twelve months of the date of the Accident, and such disablement lasts for twelve months.
  - (d) under item 8, the Insured Person is over the age of 16 years.

#### SCHEDULE OF COMPENSATION

1) Accidental Death	£20,000.-
but in respect of Insured Persons aged under 16 years of age	£ 5,000.-
2) Total and Irrecoverable loss of sight of both eyes	£20,000.-
3) Total and Irrecoverable loss of sight of one eye	£10,000.-
4) Loss of two limbs	£20,000.-
5) Loss of one limb	£10,000.-
6) Total and Irrecoverable loss of sight of one eye and loss of one limb	£20,000.-
7) Permanent Total Disablement (other than total loss of sight of one or both eyes or loss of limb)	£20,000.-
8) Temporary Total Disablement during such disablement but not beyond 52 weeks from the date on which the Insured Person first became disabled. Excluding the first 7 days of each and every disablement.	£150.- per week

Medical Expenses incurred in respect of item 8 will be paid in addition by the Insurers up to but not exceeding 15 per cent of any claim admitted under such item.

However, if in respect of such Medical Expenses the Insured Person shall recover any payment under any other insurance, the Insurers shall only be liable for the difference between such recovery and the total cost of Medical Expenses incurred, not exceeding 15 per cent of the claim admitted under Item 8 of the Schedule of Compensation.

#### CONDITIONS PRECEDENT TO INSURERS' LIABILITY

It is a condition precedent to Insurers' liability hereunder that full protective clothing, consisting of specially designed chain saw helmet, goggles, padded trousers, mittens and boots, are worn by the Insured Person when using a chain saw whilst Assisting at an official Pony Club Activity or official training/practice session thereof.

## EXCLUSIONS

This Insurance does not cover death or disablement or expense directly or indirectly arising out of or consequent upon or contributed to by:

- 1) the Insured Person driving or riding on motor cycles or motor scooters other than mopeds.
- 2) the Insured Person engaging in or taking part in hunting on horseback or driving or riding in any kind of race.
- 3) the Insured Person engaging in Air Travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 4) suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
- 5) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 6) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.
- 7) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress or mental or emotional disease or disorder of any kind.
- 8) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the death or disablement.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Insurance also excludes death or disablement directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any death or disablement is not covered by this Insurance the burden of proving the contrary shall be upon the Insured Person or the Insured Person's Executors or Administrators.

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

- 9) the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.



## GENERAL EXCLUSIONS

- 1) This Insurance does not cover loss or destruction of or damage to Insured Property or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature or any death or disablement directly or indirectly caused by or contributed to by or arising from:-
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2) This Insurance does not cover death, disablement, loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 3) This Insurance does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
  - (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Assured or not; or
  - (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Assured or not.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

- 4) Notwithstanding any provision to the contrary within this insurance or any endorsement hereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this condition an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This condition also excludes loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense or death or disablement or injury is not covered by this insurance the burden of proving the contrary shall be upon the Assured/Insured Person.

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

- 5) Notwithstanding anything in this Insurance or in any extensions hereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of Contingencies insured against) this Insurance does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:
  - (i) civil commotion
  - (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

**Note** - "Unlawful association" means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the Insurers allege that by reason of the provisions of this Exclusion any loss, destruction or damage is not covered by this Insurance the burden of proving that such loss, destruction or damage is covered shall be upon the Assured.

This overriding exclusion applies to this Insurance and to any extensions hereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

- 6) Notwithstanding any provision to the contrary within this Insurance or any endorsement hereto, it is understood and agreed as follows:-
  - (a) This Insurance does not insure loss, damage, destruction, 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 programmes, 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 unauthorised instructions or code including a set of maliciously introduced unauthorised 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 Contingency listed below results from any of the matters described in paragraph (a) above, this Insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Period of Insurance to property insured by this Insurance directly caused by such listed Contingency.

Listed Contingencies: Fire Explosion

- 7) Notwithstanding any provision to the contrary within this Insurance or any endorsement hereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Insurance suffer physical loss or damage insured by this Insurance, 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 Insurance does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled

- 8) It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 9) This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:
- i. the use of, or inability to use;
  - ii. any error or omission relating to the use of; or
  - iii. any hoax or threat relating to the use of;
- any application, process or software.

## GENERAL CONDITIONS

- 1) In respect of loss, destruction or damage to Insured Property under Section 1 this Insurance is subject to the condition of average, that is to say:-
  - a) in respect of Insured Property temporarily hired to the Assured under contract, if the replacement cost of such Insured Property (as provided for herein) shall at the time of any loss, destruction or damage be of greater value than the Sum Insured for such Insured Property as set forth in the Schedule, the Assured shall only be entitled to recover hereunder such proportion of the said loss, destruction or damage as the said Sum Insured bears to the total replacement cost of such Insured Property.
  - b) in respect of Insured Property other than as described in (a) above, if the value of such Insured Property shall at the time of any loss, destruction or damage be of greater value than the Sum Insured for such Insured Property as set forth in the Schedule, the Assured shall only be entitled to recover hereunder such proportion of the said loss, destruction or damage as the said Sum Insured bears to the total value of such Insured Property.
- 2) In respect of Insured Property the Insurers shall be entitled at their sole option to replace or repair or pay for any item or any part thereof lost, destroyed or damaged whether wholly or in part.
- 3) In the event of loss, destruction or damage to Insured Property the Sum Insured set forth for Section 1 Sub-Section A in the Schedule shall be reinstated from the time that the repair or replacement of the damaged property is commenced.
- 4) In respect of death or disablement if the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable hereunder in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
- 5) The Assured shall, as soon as reasonably practical, give to the Insurers notice in writing, with full particulars of the happening of any occurrence of loss, destruction or damage to Insured Property likely to give rise to a claim hereunder and shall give to the Insurers such assistance as they may reasonably require.
- 6) Notice must be given to the Insurers as soon as reasonably practicable of any Accident which causes or may cause disablement within the meaning of this Insurance, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the Insurers as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.

It is a condition precedent to Insurers' Liability to pay compensation to the Insured Person or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Insurers and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the person of the Insured Person.

- 7) Any fraud, misstatement or concealment by the Assured or an Insured Person either in the representation on which coverage is based or in relation to any other matter affecting coverage or in connection with the making of a claim hereunder shall render this Insurance in respect of the Assured or such Insured Person null and void and all claims in respect of the Assured or such Insured Person shall be forfeited.
- 8) This Insurance may be cancelled by the Assured at any time by written notice to the Insurers. This Insurance may also be cancelled by or on behalf of the Insurers by delivering to the Assured or by mailing to the Assured, by registered mail, at the Assured's last known address, written notice stating when not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the Assured's cover under this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured or by or on behalf of the Insurers the Insurers shall retain the pro rata proportion of the premium.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

- 9) It is understood by the Assured/Insured Person that any information provided to the Insurers regarding the Assured/Insured Person will be processed by the Insurers, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- 10) A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.