

EVENT INSURANCE

EFFECTED THROUGH

KBIS British Equestrian
Cullimore House
Peasemore
Newbury
Berkshire
RG20 7JN

The Insured is requested to read this Certificate and, if it is incorrect, return it immediately for alteration.

Any material alteration in the facts disclosed in connection with this insurance or any material alteration in the risk which could affect the Insurers' views about the cover given or the premium charged must be advised to the Insurers, or the insurance could be voided by reason of non-disclosure.

If the Insured has made a written proposal and declaration to the Insurers then such proposal and declaration bearing the date specified in the Schedule shall form the basis of this contract and shall be considered as incorporated herein.

Where the context allows and unless otherwise stated, any word or expression to which a specific meaning has been attached in any part of this Certificate or the Schedule and Endorsements (if any) attached hereto shall bear that meaning wherever it may appear.

The due observance of the terms, provisions and conditions of this Insurance by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurers to make any payment under this Insurance.

The Insured's attention is particularly drawn to General Condition 6 – Due Diligence.

Any enquiry or claim or complaint should be addressed in the first instance to:

KBIS British Equestrian
Cullimore House
Peasmore
Newbury
Berkshire
RG20 7JN

If, after following the above procedure, the Insured's complaint has not been resolved to the Insured's satisfaction the Insured has the right to refer the matter to the Insurer's Compliance Department.

The address is:

Complaints Manager
XL Insurance Company UK Limited
20 Gracechurch Street
London EC3V 0BG
United Kingdom
Email: Catlinukcomplaints@catlin.com
Telephone Number: +44 (0) 20 7743 8487

In all communications the Certificate number appearing in the Schedule should be quoted.

It is agreed that this Insurance shall be governed exclusively by the law and practice of England, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in England or Wales.

Several Liability Notice.

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001

Subject otherwise to all the terms, conditions and limitations of this insurance.

SECTION 1 - Physical Loss or Damage

COVER

The Insurers agree to indemnify the Insured against physical loss of or damage to the Insured Property specified in the Schedule (such property belonging to the Insured or in the Insured's care, custody or control) occurring during the Period of Insurance set forth in the Schedule within the Geographical Limits up to but not exceeding in respect of each item the Sum Insured set forth in the Schedule.

EXCLUSIONS

The Insurers will not pay for:

1. loss or damage caused by damp, mildew, oxidisation, moth, vermin, any gradually operating cause, wear and tear or mechanical or electrical faults or breakdown.
2. inherent vice, latent defect, mysterious disappearance or unexplained shortage.
3. damage or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation.
4. loss of money, cash, currency or bank notes.
5. loss by delay, loss of market or consequential loss of any kind.
6. breakage of articles of a brittle nature (unless such breakage is caused by Burglars, Thieves or Fire) or breakage of glass.
7. loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be covered under an ordinary Fire insurance.
8. loss from unattended vehicles unless from a locked luggage boot, concealed luggage compartment or glove compartment and following forcible and violent entry to the vehicle.
9. damage to tyres.
10. loss or damage caused by scratching, denting or bruising.
11. infidelity by cup and/or trophy holders and/or winners.
12. loss or damage to flooring caused by footwear and smoking materials.
13. loss of or damage to saddle trees or clippers.
14. loss or damage whilst in use in respect of jumps, fences, saddlery or tack.
15. loss or damage from the Insured's premises by theft or any attempt thereat unless following forcible and violent entry to or exit from the said premises.
16. loss or damage attributable solely to change in the water table level.
17. the amount(s) specified in the Schedule for Section 1 as the Excess which shall be deducted from each and every loss or damage hereunder.

GEOGRAPHICAL LIMITS

United Kingdom, Channel Islands, Isle of Man and Republic of Ireland.

MEMORANDA

1. Underinsurance

If the Insured is under insured, which means the value of the Insured Property is more than the sum insured for the Property as set forth in the Schedule then the Insurers will only pay a proportion of the claim. For example if the said sum insured only covers one half of the value of the Property the Insurers will only pay one half of the cost of repair or replacement.

2. Replacement

The Insurers shall be entitled at their sole option to replace or repair or pay for any item or any part thereof lost or damaged whether wholly or in part.

3. Basis of Settlement

In the event of the total loss or destruction of any article the basis of settlement shall be the cost of replacing the article new, provided that the article is substantially the same as but not better than the original article when new and that the Insured incurs the cost of replacement. This basis of settlement shall not apply in respect of Trailers or Caravans where the Insurers will deduct an amount off for wear and tear and depreciation from the costs of any replacement or repair

4. Trailers or Caravans

It is a condition precedent to the liability of the Insurers in respect of loss or damage to Trailers or Caravans by Theft or any attempt thereat that the Trailer/Caravan:

- (i) is fitted with a wheel clamp or other security device approved by the Insurers or is in a securely locked building while not at the Event or in transit thereto or therefrom.
- (ii) is fitted with a hitch lock while at the Event other than whilst attached to the towing vehicle.

5. Tents and Marquees

It is a condition precedent to Underwriters liability hereunder that Tents and Marquees are stored with not less than 6 inches clearance from the ground whilst not erected.

It is a condition precedent to Underwriters liability hereunder that any barbecues are sited not less than 5 metres away from Tents and Marquees.

SECTION 2 - Business Money and Personal Injury/Assault

DEFINITIONS

In this Section:-

1. "Money" shall mean cash, bank and currency notes, cheques, money orders, postal orders, bankers drafts, current postage stamps, National Insurance stamps (whether affixed to cards or otherwise), premium bonds, luncheon vouchers, trading stamps, gift tokens and consumer redemption vouchers all belonging to the Insured.

(Not applicable to Money as provided for under 2. of "Cover" under Part A and excluding Money as defined therein)
2. "Bodily Injury" shall mean identifiable physical injury which:-
 - (i) is sustained by the Insured Person during the Period of Insurance set forth in the Schedule as a result of theft or attempted theft of Money, and
 - (ii) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, occasions the death or disablement of the Insured Person within twelve calendar months from the date of the theft or attempted theft of Money.
3. "Permanent Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation and which lasts 24 months and at the expiry of that period is beyond hope of improvement.
4. "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation.
5. "Loss of a Limb" shall mean loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle or permanent loss of use of a hand or foot.
6. "Loss of Sight" shall mean total and irrecoverable loss of sight in one or both eyes.
7. "Medical Expenses" shall mean 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.
8. "Insured Person" shall mean any director, committee member or employee of the Insured aged between sixteen and seventy years.
9. Words in the masculine gender shall include the feminine.

A. - (BUSINESS MONEY)

COVER

The Insurers agree to indemnify the Insured against:-

1. loss of Money up to but not exceeding the Limits of Liability set forth in the Schedule for Section 2 for any one loss
2. loss of Money consisting of crossed cheques, crossed bankers drafts, crossed money orders, crossed postal orders, stamped National Insurance cards, National Savings Certificates, credit cards sales vouchers, V.A.T. purchase invoices, and unexpired units in franking machines, up to but not exceeding £250,000 in respect of any one loss all belonging to the Insured
3. loss of Money at private residences or business premises of any director, committee member or employee of the Insured authorised to have custody of such Money up to but not exceeding £750 in respect of any one loss
4. loss of or damage to:-

- (i) any postal franking machine, safe, strongroom, or container or waistcoat used for the carriage of Money but not exceeding the costs of repair or replacement
- (ii) clothing and personal effects of any director, committee member or employee of the Insured up to but not exceeding £250 in respect of each person

caused by theft or attempted theft of Money

occurring during the Period of Insurance set forth in the Schedule within the Geographical Limits.

B. - (PERSONAL INJURY/ASSAULT)

COVER

The Insurers agree that if the Insured Person shall sustain Bodily Injury whilst within the Geographical Limits then the Insurers will pay to the Insured according to the Schedule of Compensation set forth in the Schedule for Section 2 after the total claim shall be substantiated under this Insurance.

Provided always that in respect of any one Insured Person:

1. Compensation shall not be payable under more than one of Items 1, 2, 3 and 4 of the Schedule of Compensation in respect of the same Bodily Injury.
2. Compensation shall not be payable under Item 4 unless the Insured Person becomes totally disabled within twelve months of the date of the theft or attempted theft of Money and such disablement lasts for twenty-four months.
3. Compensation under Item 5 shall become payable:-
 - (i) for a period not exceeding 104 weeks from the commencement of disablement.
 - (ii) when the total amount has been ascertained and agreed.
 - (iii) in addition to compensation for Items 1, 2, 3 or 4 but only for the period up to the date of death or of Loss of Limb or Loss of Sight or Permanent Total Disablement.
4. if, in respect of Medical Expenses, the Insured Person shall recover any payment under any other insurance, the Insurers hereon 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 5 of the Schedule of Compensation set forth in the Schedule for Section 2 .

EXCLUSIONS

The Insurers will not pay for:-

1. any loss of Money arising from fraud or dishonesty of any director, committee member or employee of the Insured
 - (i) unless discovered within seven days of its occurrence.
 - (ii) which is covered by Fidelity Guarantee insurance.
2. any loss of Money from an unattended vehicle.
3. any consequential loss or loss of Money due to depreciation in value, dishonoured cheques or clerical or accounting error or omission.
4. any loss of Money whilst in the custody of a security company.
5. any loss of unattended Money unless from a suitable safe or from an occupied private residence or business premises of any director, committee member or employee of the Insured.

GEOGRAPHICAL LIMITS

United Kingdom, Channel Islands, Isle of Man and Republic of Ireland.

MEMORANDA

1. Keys.

The keys or combination of any safe or strongroom shall be removed from any private residence or business premises containing Money whilst unoccupied.

2. Notification.

The Insured shall immediately inform the Police of any loss or damage and offer them all reasonable assistance and immediately advise the Insurers of any change to the terms and conditions of their agreement with any security company.

Notice must be given to the Insurers as soon as reasonably practicable of any theft or attempted theft of Money which causes or may cause disablement within the meaning of this Section, 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 any theft or attempted theft of Money.

3. Examination.

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

4. Transits.

It is a condition precedent to Underwriters liability hereunder that:-

- (i) transits of Money between £2,500.00 and £5,000.00 inclusive are accompanied by at least 2 able bodied adults.
- (ii) transits of Money between £5,001.00 and £10,000.00 inclusive are accompanied by at least 3 able bodied adults.
- (iii) the Insured is to obtain satisfactory written references in respect of all paid employees (other than officials or volunteers) entrusted by the Insured with the transit of Money.

SECTION 3 - Personal Accident

DEFINITIONS

In this Section:-

1. "Insured Person" shall mean each unpaid helper at the Event being judges, stewards, doctors, vets, farriers and the like. The total number of such Insured Persons is set forth in the Schedule for Section 3.
2. "Bodily Injury" shall mean identifiable physical injury which:
 - (i) is caused by an Accident, and
 - (ii) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the Accident.
3. "Accident" shall mean a sudden, unexpected, unusual, specific event which occurs whilst the Insured Person is assisting the Insured at the Event within the Geographical Limits 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.
4. "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation.
5. "Permanent Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation and which lasts twenty-four months and at the expiry of that period is beyond hope of improvement.
6. "Loss of limb" shall mean 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.
7. "Medical Expenses" shall mean 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.
8. Words in the masculine gender shall include the feminine.

COVER

The Insurers agree that, if the Insured Person shall sustain Bodily Injury during the Period of Insurance set forth in the Schedule, they will pay to the Insured Person, or to the Insured Person's Executors or Administrators, according to the Schedule of Compensation and the applicable number of Units as set forth in the Schedule for Section 3 after the total claim shall be substantiated under this Section.

Provided always that in respect of any one Insured Person:

1. compensation shall not be payable under more than one of items 1, 2, 3 and 4 inclusive of the Schedule of Compensation in respect of the consequences of one Accident.
2. no weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, 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. 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 4 inclusive of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
4. compensation under Item 5 may become payable in addition to compensation for Items 1, 2, 3 and 4 but only for the period up to the date of death or Loss of Sight or Loss of Limb or Permanent Total Disablement.

5. compensation shall only be payable under the items of the Schedule of Compensation if:
 - (i) under Item 1, death occurs within twelve months of the date of the Accident.
 - (ii) under Items 2 and 3, Loss occurs within twelve months of the date of the Accident.
 - (iii) under Item 4, the Insured becomes totally disabled within twelve months of the date of the Accident and such disablement lasts for twelve months.
6. if, in respect of Medical Expenses, the Insured Person shall recover any payment under any other insurance, the Insurers hereon 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 5 of the following Schedule of Compensation.

SCHEDULE OF COMPENSATION

This Schedule of Compensation shall apply separately in respect of each Insured Person and only for the number of Units set forth in the Schedule for Section 3.

	<u>1 Unit</u>	<u>2 Units</u>	<u>3 Units</u>	<u>4 Units</u>	<u>5 Units</u>	<u>6 Units</u>
1. Death	£5,000	£ 10,000	£ 15,000	£ 20,000	£ 25,000	£ 30,000
2. Total and Irrecoverable loss of sight of one or both eyes	£5,000	£ 10,000	£ 15,000	£ 20,000	£ 25,000	£ 30,000
3. Total and Irrecoverable loss of one or more limbs	£5,000	£ 10,000	£ 15,000	£ 20,000	£ 25,000	£ 30,000
4. Permanent Total Disablement (other than total loss of sight of one or both eyes or loss of limb)	£5,000	£ 10,000	£ 15,000	£ 20,000	£ 25,000	£ 30,000
5. Temporary Total Disablement per week during such disablement but not beyond 104 weeks from the date on which the Insured Person first became disabled	£ 50	£ 100	£ 150	£ 200	£ 250	£ 300
6. Medical Expenses incurred in respect of Item 5 above not exceeding of any claim admitted under such Item.	15%	15%	15%	15%	15%	15%

EXCLUSIONS

The Insurers will not pay for death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. the Insured Person engaging in or taking part in:-
 - (i) hunting on horseback, or driving or riding in any kind of race.
 - (ii) driving or riding on motor cycles or motor scooters other than mopeds.
2. suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
3. venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
4. 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.
5. Bodily Injury in respect of any person under the age of 16 years or over the age of 75 years.

GEOGRAPHICAL LIMITS

United Kingdom, Channel Islands, Isle of Man and Republic of Ireland.

MEMORANDA

1. Prior Disability

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 under this Section 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.

2. Notice

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 Section, 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 so often as may be deemed necessary to make examination of the person of the Insured Person.

GENERAL CONDITIONS AND GENERAL EXCLUSIONS

Applicable to all Sections of this Insurance unless otherwise stated.

1. The Insurers will not pay for:-

(i) Radioactive Contamination and Explosive Nuclear Assemblies.

loss or destruction of or damage to any Property whatsoever 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 or injury 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.

(ii) War.

loss, damage, death, injury or liability of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, Riots, Civil Commotions 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. (Insofar as concerns Riots or Civil Commotions, the aforesaid Exclusion shall not apply to the extent that such Contingencies are specifically insured elsewhere herein).

(iii) Computer Systems Records.

loss of or damage to Computer Systems' Records or any consequential loss arising therefrom, unless specifically insured hereunder.

(iv) Sonic Bang.

loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds or any consequential loss arising therefrom.

(v) Pollution And Contamination.

loss, damage, consequential loss or liability of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of pollution or contamination except (unless otherwise excluded) loss or damage or consequential loss caused by:-

- (a) pollution or contamination which itself results from a Contingency hereby insured against.
- (b) any Contingency hereby insured against which itself results from pollution or contamination.

(vi) Agreement.

any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.

(vii) Electronic Date Recognition Exclusion (EDRE).

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 Insured 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 Insured or not.

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

2. Fraud.

Any fraud, misstatement or concealment by the Insured or Insured Person in relation to any matter affecting coverage hereunder or in connection with the making of a claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited.

3. Claims Notification.

In the event of a claim or possible claim under this insurance:

- (i) the Insured must notify the Insurers as soon as possible, but no later than seven days after the date of discovery thereof in respect of loss by theft, giving full details of what has happened.
- (ii) the Insured must provide the Insurers with written details of what has happened within 30 days and provide any other information and assistance the Insurers may reasonably require.
- (iii) the Insured must immediately and no later than within seven days of receipt forward to the Insurers, if a claim for liability is made against the Insured, any letter, claim, writ, summons or other legal document that the Insured receives.
- (iv) **THE INSURED MUST NOT ADMIT LIABILITY OR OFFER OR AGREE TO SETTLE ANY CLAIM WITHOUT THE INSURERS' WRITTEN PERMISSION.**
- (v) the Insured must advise the Insurers in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident enquiry in connection therewith.
- (vi) the Insured must inform the Police as soon as reasonably possible following Malicious Acts, Violent Disorder, Riots or Civil Commotion, Theft, Attempted Theft or lost Property.

Failure to comply with the above may invalidate this insurance.

The Insurers are entitled to:-

- (i) take full responsibility for conducting, defending or settling any claim in the Insured's name.
- (ii) take any action they consider necessary to enforce their rights or the rights of the Insured under this insurance.

Notice shall be deemed to have been given to the Insurers if sent by pre-paid letter post properly addressed to the Insurance Broker specified herein.

4. Contribution (not applicable to Section 4 (Part B) or Section 5).

This insurance does not cover any loss or damage or liability which is insured by or would, but for the existence of this insurance, be insured by any other existing insurance or insurances except in respect of any excess beyond the amount which would have been payable under such other insurance or insurances had this insurance not been effected.

5. Cancellation.

This insurance may be cancelled at any time at the request of the Insured in writing to the Broker who effected the

insurance and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining the customary short term premium. This insurance may also be cancelled by or on behalf of the Insurers by thirty days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining "pro rata" premium. Where the premium is calculated on an adjustable basis the Insurers shall receive or retain the earned premium or pro-rata of the minimum premium whichever is the greater. Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.

6. Due Diligence.

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

- (i) avoid or diminish any loss of or damage to the Property herein insured.
- (ii) prevent accidents and to maintain all buildings, furnishings and Insured Property in proper repair.
- (iii) 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.

7. 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.

8. Electronic Data Processing Media Valuation

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 Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled

9. Northern Ireland Overriding Exclusion applicable to Insurances relating to property in Northern Ireland other than Private Dwellings

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 Insured.

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.

10. Terrorism Exclusion (not applicable to Sections 2 and 3).

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 Underwriters 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 Insured.

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

11. Biological or Chemical Materials

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.

12. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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.

13. Data Protection Act 1998

It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, 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.