

GROUP POLICY IN RESPECT OF:

**PERSONAL ACCIDENT
AND
PROPERTY DAMAGE INSURANCE**

issued to:

**THE IRISH PONY CLUB LIMITED
TRADING AS
THE IRISH PONY CLUB**

to cover

Branches of The Irish Pony Club.

Such Branches to be declared and accepted under this Policy provided cover is granted in accordance with all the terms and conditions contained herein.

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

Howden UK Group Limited,
One Creechurch Place
London
EC3A 5AF
Tel: 020 7133 1200.

In respect of Section 1:

Starr International (Europe) Limited aim to provide the best possible products and service. However, they are aware that despite their commitment, things may not always go as planned. Should you wish to complain, they will treat your complaint seriously and aim to deal with it in a quick and efficient manner, and to your satisfaction.

You may complain to Starr International (Europe) Limited in the following ways:

In writing to: The Complaints Manager,
Starr International (Europe) Limited,
4th Floor,
30 Fenchurch Avenue,
London, EC3M 5AD.

By email to: compliance@starrcompanies.com

By telephoning: 020 7337 3550

If you are unhappy with the outcome of your complaint or the way Starr International (Europe) Limited have handled it, or if their investigation has taken more than 8 weeks, you may be able to refer the matter to the Financial Ombudsman Service.

The contact details for the Financial Ombudsman Service are:

Exchange Tower
Harbour Exchange
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Phone: 0800 0234 567

Starr International (Europe) Limited is covered by the Financial Services Compensation Scheme so that in the unlikely event they are unable to meet their financial obligations, you may be entitled to compensation from the Financial Services Compensation Scheme. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Scheme Website: www.fscs.org.uk
Telephone Number: 0800 678 1100 or 0207 741 4100

Starr International (Europe) Limited collect and use relevant information about you and your business to provide you with your insurance cover and to meet their legal obligations. This information may include details such as your name, address and contact details of your business and any other information that they collect about you in connection with the insurance cover. In rare instances this information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, Starr International (Europe) Limited may need your consent to process certain categories of information about you. Where they need your consent, they will ask you for it separately. You

do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide cover for you or the handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. Starr International (Europe) Limited will only disclose your personal information to the extent required or permitted by law.

For more information about how Starr International (Europe) Limited use your personal information please see our Starr Privacy Notice, which is available online on our website(s) <http://www.starrcompanies.co.uk/privacy-policy> or in other formats on request.

You have rights in relation to the information Starr International (Europe) Limited hold about you, including the right to access your information. If you wish to exercise your rights, discuss how they use your information or request a copy of our full privacy notice(s), please contact them,

Data Protection Officer
4th Floor, 30 Fenchurch Avenue,
London,
EC3M 5AD
ukgdpr@starrcompanies.com
+(0044) 207-337-3594

The stamp duty due on this contract has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

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

Starr International (Europe) Limited is regulated by The Financial Services Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS.

In respect of Section 2:**HOW TO COMPLAIN**

Our aim is to provide all Our customers with a first class standard of service. However, there may be occasions when You feel this objective has not been achieved. If You have a complaint about Your Policy or the handling of a claim, the details below set out some of the key steps that You can take to address your concerns.

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

Where do I start?

If You have any questions, concerns or wish to make a complaint about the sales process or suitability of Your Policy, You should contact the Insurance Broker who arranged the Policy for You.

If Your complaint relates to any other matter including a claim, You should contact:

The Complaints Manager

JRP Insurance Management Ltd

Suite 828, Gallery 8, Lloyds Building,

One Lime Street, London EC3M 7DQ

Phone 0203 326 2030

Email david.ezzard@jrpunderwriting.co.uk

What happens next?

If your complaint cannot be resolved to your satisfaction by JRP Management Ltd within 5 working days, they will refer your complaint to Us (or you can contact Us using the following contact details):

The Head of Compliance

ERGO Versicherung AG, UK Branch

Munich Re Group Offices

Plantation Place

30 Fenchurch Street

London

EC3M 3AJ

Telephone 020 3003 7444

Email: complaints@ergo-commercial.co.uk

The Head of Compliance will investigate Your complaint, and will send You an acknowledgment letter. He will investigate Your complaint and will provide You with an update within 20 business days from receipt of Your initial complaint and will provide You with a written response within 40 business days from receipt. This will either be a final response or a letter informing You that he needs more time to complete his investigation.

If you remain unhappy

If we have not resolved Your complaint within 40 business days, or if after receiving our final response You remain dissatisfied, You may be able to refer Your complaint to the UK Financial Ombudsman Service (contact details below).

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Phone: +44 20 7964 1000

Further information is available from them and on www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

As an alternative to referring to the Irish Financial Services Ombudsman Bureau, You may refer Your complaint to the Financial Services Ombudsman (contact details below).

The Financial Services Ombudsman Bureau

3rd Floor

Lincoln House

Lincoln Place

Dublin 2

Lo Call 1890 882090

Phone: 01 662 0899

Further information is available from them and on www.financialombudsman.ie

Email: enquiries@financialombudsman.ie

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above.

WE, THE UNDERWRITERS, hereby agree with

The Irish Pony Club Limited trading as The Irish Pony Club
(hereinafter called the Policy Holder)

to provide to the extent and in the manner detailed:

- 1) in Section 1 hereof, Personal Accident Insurance for voluntary helpers, trainers, instructors, officials and the like while Assisting at Irish Pony Club Branch events
- 2) in Section 2 hereof, Property Damage Insurance for property belonging to Irish Pony Club Branches or on loan by or to Irish Pony Club Branches for official activities

for the Policy Period set forth in the Evidence of Insurance which has been issued to each Branch under this Policy. The Evidence of Insurance is issued by the Policy Holder and is in the form of the sample Evidence of Insurance attached hereto.

The coverage provided to the Branch under this Policy is subject to all the terms, Conditions, Limitations and Exclusions of this Policy.

DEFINITIONS

In this Policy:

- 1) "Accident" shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place or unavoidable exposure to the elements and shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
- 2) "Air Travel" shall mean being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
- 3) "Assisting" shall mean organising, officiating at, stewarding at, instructing at, setting up and running and includes course building (show jumps and cross country fences only).
- 4) "Assured" shall mean each Branch of the Irish Pony Club.
- 5) "Bodily Injury" shall mean identifiable physical injury which:
 - (a) is caused by an Accident occurring anywhere in the Geographical Limits and whilst the Insured Person is Assisting at Irish Pony Club Branch events and meetings (including while the Insured Person is travelling directly between the Insured Person's home and the site of the event or meeting at which they are Assisting), 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 death, disablement or Hospitalisation of the Insured Person or necessitates Dental Treatment within 12 months from the date of the Accident.
- 6) "Dental Treatment" shall mean treatment to teeth performed by a qualified dental practitioner directly resulting from an Accident occurring whilst the Insured Person is Assisting at an official activity organised and/or run by the Assured.
- 7) "Geographical Limits" shall mean the Republic of Ireland and Northern Ireland.
- 8) "Hospitalisation" shall mean confinement within a legally constituted hospital as a consequence of Bodily Injury and on the recommendation of a qualified medical practitioner.
- 9) "Insured Person" shall mean any voluntary helpers, trainers, instructors, officials and the like while Assisting at Irish Pony Club Branch events and meetings.
- 10) "Insured Property" shall mean trailers, caravans (other than motor caravans), show jumps, portable cross country fences, markers, cones, stakes, ropes, poles, timing equipment, arena equipment, public address systems, marquees/tentage and associated contents, cups and trophies, dressage boards, starting pistols and other like equipment belonging to the Assured or loaned by the Assured or in the Assured's care, custody or control for official activities.
- 11) "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 and includes total and irrecoverable loss of use of hand, arm or leg.
- 12) "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 following Bodily Injury.
- 13) "Permanent Total Disablement" shall mean disablement which necessarily and continuously prevents the Insured Person from engaging in any occupation for which he is fitted by means of education, training and/or experience and which has lasted for 12 months and at the expiry of that period is beyond hope of improvement.
- 14) "Sum Insured" shall mean the sum declared by the Assured to the Irish Pony Club as representing the maximum value of the Insured Property either owned by or loaned to the Assured at any one time in the Policy Period set forth in the Evidence of Insurance.

- 15) "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.
- 16) Words in the masculine gender shall include the feminine.

SECTION 1 – PERSONAL ACCIDENT**INSURING CLAUSES**

The Underwriters hereby agree to the extent and in the manner herein provided that if, during the Policy Period set forth in the Evidence of Insurance, the Insured Person sustains Bodily Injury they will pay to the Insured Person or to the Insured Person's Executors or Administrators according to the following Schedule of Benefits after the total claim shall be substantiated hereunder.

Provided always that:

- 1) compensation shall not be payable under more than one of items 1 to 8 inclusive of the Schedule of Benefits in respect of the consequences of one Accident to the Insured Person.
- 2) if payment be made for weekly compensation under item 8 of the Schedule of Benefits, the amount so paid shall be deducted from any lump sum becoming claimable under items 1 to 7 inclusive of the Schedule of Benefits.
- 3) the total sum payable under this Section in respect of any Accident to the Insured Person shall not exceed in all the largest sum insured under any one of the items contained in the Schedule of Benefits except that the Underwriters will in addition pay Hospitalisation, Medical Expenses or Dental Treatment as provided for in the Schedule of Benefits.
- 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 Benefits, 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 Benefits if:
 - (a) under item 1, death occurs within twelve months of the date of the Accident.
 - (b) under items 2, 3, 4, 5 or 6, 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 of the Schedule of Benefits the Insured Person is aged 16 years or over.
- 6) in respect of Dental Treatment:
 - (a) this Policy will not pay for any treatment diagnosed necessary more than 60 days after the date of the Accident unless it has not been possible to diagnose such treatment necessary during this 60 days period due to the serious nature of the injuries sustained by the Insured Person as a result of the Accident.
 - (b) any repair or replacement of dentures is to the original prescription only.
- 7) in respect of Medical Expenses benefit 10, this benefit is payable in excess of all other valid and collectible insurance and social security/national health

EXCLUSIONS

This Section does not cover death or disablement or Hospitalisation or Medical Expenses or Dental Treatment directly or indirectly arising out of or consequent upon or contributed to by:

- 1) the Insured Person engaging in or taking part in:
 - (a) military service or operations.
 - (b) hunting on horseback or driving or riding in any kind of race.

- (c) driving or riding on motor cycles or motor scooters other than mopeds.
- 2) the Insured Person engaging in Air Travel.
- 3) suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
- 4) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 5) 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.
- 6) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress, or mental or emotional disease or disorder of any kind.

In respect of coverage for Dental Treatment:

- 7) no amount shall be recoverable hereunder in respect of loss or damage directly or indirectly caused by or contributed to by faulty design.
- 8) no claim shall be payable hereunder for any loss or damage caused by or contributed to by wear, tear or gradual deterioration.
- 9) no claim shall be payable hereunder for any loss or damage which is or would, but for the existence of this Policy, be covered by any other existing scheme or insurance.

This Policy shall exclude any claim arising from or aggravated by a previous disability of the Insured Person.

CONDITIONS

- 1) Notice must be given to the Underwriters via Howden UK Group Limited, Woodlands, Manton Lane, Bedford, MK41 7LW Tel: 01234 408610 as soon as reasonably practicable of any Accident which causes or may cause disablement within the meaning of this Policy, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.
- 2) Notice must be given to the Underwriters via Howden UK Group Limited, Woodlands, Manton Lane, Bedford, MK41 7LW Tel: 01234 408610 as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.
- 3) It is a condition precedent to Underwriters' 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 Underwriters 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.
- 4) It is a condition precedent to Underwriters 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 activity of the Assured.

SCHEDULE OF BENEFITS

<u>Item</u>	<u>Sum Insured</u>
1) Accidental Death but in respect of Insured Persons under 16 years of age	EUR 65,000.00 EUR 6,250.00
2) Total and Irrecoverable Loss of Sight of Both Eyes	EUR 65,000.00
3) Total and Irrecoverable Loss of Sight of One Eye	EUR 32,500.00
4) Loss of Two Limbs	EUR 65,000.00
5) Loss of One Limb	EUR 32,500.00
6) Total and Irrecoverable Loss of Sight of One Eye and Loss of One Limb	EUR 65,000.00
7) Permanent Total Disablement (other than Total Loss of Sight of One or Both Eyes or Loss of Limb[s])	EUR 65,000.00
8) Temporary Total Disablement during such disablement for a maximum of 104 weeks (benefit period) regardless of the number of Accidents commencing 14 days after the date on which the Assured first became disabled (elimination period)	per week EUR 400.00
9) Hospitalisation in all in the Policy Period set forth in the Evidence of Insurance, payable at EUR 50.00 per day of confinement and excluding the first 5 days of each and every confinement.	up to but not exceeding EUR 3,000.00
10) Medical Expenses in the Policy Period set forth in the Evidence of Insurance and excluding the first EUR 250.00 of each and every claim.	up to but not exceeding EUR 5,000.00
11) Dental Treatment in all during the Policy Period set forth in the Evidence of Insurance and excluding the first EUR 150.00 of each and every claim.	up to but not exceeding EUR 3,000.00

SECTION 2 - PHYSICAL LOSS OF OR DAMAGE TO PROPERTY

INSURING CLAUSES

The Underwriters hereby agree to the extent and in the manner herein provided that if, during the Policy Period set forth in the Evidence of Insurance, the Insured Property is physically lost, destroyed or damaged other than by a cause herein excluded, whilst within the Geographical Limits, the Underwriters will pay to the Insured the value of the lost or destroyed property at the time of the happening of the loss or destruction or the cost of repair of the damage.

Provided always that:

- 1) the liability of the Underwriters in respect of any one loss or in the aggregate in the Policy Period set forth in the Evidence of Insurance in respect of the Assured shall in no case exceed the Sum Insured.
- 2) the maximum Sum Insured (including any increase as provided for in Condition 5 of this Section) in respect of any one Assured shall in no case exceed EUR 30,000.00
- 3) the Insured 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.

EXCLUSIONS

This Section 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 a 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 Insured.
 - (i) or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - (j) or attributable solely to change in the water table level.
- 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) loss or damage whilst in use in respect of Jumps, Fences, Saddlery or Tack.
 - (g) loss or damage to flooring caused by footwear and smoking materials.
 - (h) Motor vehicles.
- 3) 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 Policy, 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 Policy not been effected.
- 4) 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 exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

- 5) any 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:
- (a) civil commotion
 - (b) 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 Underwriters allege that by reason of the provisions of this Exclusion any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

This overriding exclusion applies to this Policy 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) any 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'.

However, in the event that a peril listed below results from any of the matters described in the paragraph above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy Period set forth in the Evidence of Insurance to property insured by this Policy directly caused by such listed peril.

Listed perils: Fire, Explosion

- 7) loss of or damage to Computer Systems' Records or any consequential loss arising therefrom, unless specifically insured hereunder.
- 8) loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of any one or more of the following perils:

- (a) Fire, Lightning, Explosion, Impact of Aircraft
- (b) Vehicle Impact, Sonic Boom
- (c) Accidental escape of water from any tank apparatus or pipe
- (d) Riot, Civil Commotion, Malicious Damage
- (e) Storm, Hail
- (f) Flood, inundation
- (g) Earthquake
- (h) Landslip, Subsidence
- (i) Pressure of Snow, Avalanche
- (j) Volcanic Eruption

All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

- 9) any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless of whether there is:

- (a) any physical loss or damage to insured property

- (b) any included risk or cause, whether or not contributing concurrently or in any sequence
- (c) any loss of use, occupancy or functionality
- (d) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this Policy that provides cover, in whole or in part, for these matters.

- 10) any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- 11) the first EUR 250.00 of each and every loss, destruction or damage.

CONDITIONS

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

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

- 2) In respect of Insured Property the Underwriters 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 2 in the Schedule shall be reinstated from the time that the repair or replacement of the damaged property is commenced.
- 4) The Insured shall, as soon as reasonably practical, give to the Underwriters 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 Underwriters such assistance as they may reasonably require.
- 5) The Underwriters hereon agree that, subject to terms and conditions of this Policy, the Sum Insured may be increased by up to EUR 1,500.00 to cover any Insured Property newly acquired by the Assured during the Policy Period set forth in the Evidence of Insurance insofar as the same is not otherwise insured.

Provided always that;

- (a) the Assured undertakes to give particulars of such extension of cover to the Policy Holder as soon as practicable (and in any event within 90 days of acquisition) for onward transmission to Underwriters in order to effect specific insurance thereon retrospective to the date of the acquisition.
 - (b) immediately such specific insurance is effected, cover by this extension shall be fully reinstated.
- 6) In respect of loss, destruction or damage to Insured Property this Policy is subject to the condition of average, that is to say, if the Insured Property shall at the time of any loss, destruction or damage be of greater value than the Sum Insured for such Insured Property the Insured 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.

For the purposes of this condition the Sum Insured shall extend to include an additional amount (up to EUR 1,500.00) for which cover has been granted under Condition 5 above.

- 7) It is a condition precedent to liability hereunder in respect of loss of trailers by theft that all trailers are kept in a locked building when not in use or are wheelclamped.

GENERAL EXCLUSIONS

This Policy does not cover loss or destruction of or damage to Insured Property or any loss or expense whatsoever resulting or arising therefrom or any death or disablement or Medical Expenses or Hospitalisation or Dental Treatment directly or indirectly arising out of or consequent upon or contributed to by:

- 1) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or 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.
- 2) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 3) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4) 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.

Notwithstanding any provision to the contrary within this Policy or any endorsement hereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature or death, disablement, injury, Hospitalisation or Dental Treatment 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, disablement, injury, Hospitalisation or Dental Treatment 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, disablement, injury, Hospitalisation or Dental Treatment is not covered by this Policy the burden of proving the contrary shall be upon the Policy Holder.

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

GENERAL CONDITIONS

- 1) Notwithstanding anything contained in this Policy to the contrary this Policy may be cancelled by the Policy Holder at any time by written notice to the Underwriters or by surrender of this Policy. This Policy may also be cancelled by or on behalf of the Underwriters, but only in the event of non-payment of premium, fraud or misrepresentation by the Policy Holder, by delivering to the Policy Holder or by mailing to the Policy Holder by registered, certified or other first class mail, at the Policy Holder's address as shown in this Policy, 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 this Policy shall terminate at the date and hour specified in such notice.

If this Policy shall be cancelled by the Policy Holder or by or on behalf of the Underwriters, the Underwriters shall receive the earned premium hereon.

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

- 2) Any fraud, misstatement or concealment by the Assured or Insured Person in relation to any matter affecting coverage or in connection with the making of a claim hereunder shall render this Policy in respect of such Assured or Insured Person null and void and all claims in respect of such Assured or Insured Person shall be forfeited.
- 3) 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.
- 4) It is understood by the Assured and Insured Person that any information provided to the Underwriters regarding the Assured and Insured Person 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.
- 5) No (re)insurer or Underwriter shall be deemed to provide cover and no (re)insurer or Underwriter 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 or Underwriter 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.
- 6) The Policy Holder undertakes that premium will be paid in full to Underwriters within 60 days of inception of this Policy (or, in respect of instalment premiums, when due).

If the premium due under this Policy has not been paid to Underwriters by the 60th day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this Policy by notifying the Policy Holder via the broker in writing. In the event of cancellation, the premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full Policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Policy Holder via the broker. If the premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, this Policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

LSW 3000

SCHEDULE

Policy Number: B1161D2099487

Policy Holder: The Irish Pony Club Limited trading as The Irish Pony Club

Address: Main Street
Urlingford,
Co. Kilkenny,
Ireland

Period of Insurance: From 1st January 2020 to 1st January 2021
both days at 00.01 Greenwich Mean Time.

Dated in London: 9th January 2020

EVIDENCE OF INSURANCE

PERSONAL ACCIDENT AND PROPERTY DAMAGE INSURANCE EFFECTED WITH STARR INTERNATIONAL (EUROPE) LIMITED AND ERGO VERSICHERUNG AG BY THE IRISH PONY CLUB LIMITED TRADING AS THE IRISH PONY CLUB ON BEHALF OF BRANCHES OF THE IRISH PONY CLUB.

The Irish Pony Club Limited, (the "Policy Holder") has arranged a Policy with Starr International (Europe) Limited and ERGO Versicherung AG (the "Underwriters") covering Personal Accident and Property Damage Insurance in respect of Branches of The Irish Pony Club.

This Evidence of Insurance is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions and Exclusions of the Policy which has been issued to the Policy Holder, a copy of which is available for inspection on application to The Irish Pony Club Limited trading as The Irish Pony Club, Tinnascarty, Freshford, Co. Kilkenny, Ireland.

Personal Accident coverage under the Policy is deemed to apply separately in respect of each voluntary helper at Branches of The Irish Pony Club (as provided for herein).

Property Damage coverage under the Policy is deemed to apply separately in respect of each Branch of The Irish Pony Club.

Brief details of coverage are given below.

Policy No: B1161D2099487

Policy Period: From 1st January 2020 to 1st January 2021 both dates at 00.01 Greenwich Mean Time.

DEFINITIONS

In the Policy:

- 1) "Accident" shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place or unavoidable exposure to the elements and shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
- 2) "Air Travel" shall mean being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
- 3) "Assisting" shall mean organising, officiating at, stewarding at, instructing at, setting up and running and includes course building (show jumps and cross country fences only).
- 4) "Assured" shall mean each Branch of the Irish Pony Club.
- 5) "Bodily Injury" shall mean identifiable physical injury which:
 - (a) is caused by an Accident occurring anywhere in the Geographical Limits and whilst the Insured Person is Assisting at Irish Pony Club Branch events and meetings (including while the Insured Person is travelling directly between the Insured Person's home and the site of the event or meeting at which they are Assisting), 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 death, disablement or Hospitalisation of the Insured Person or necessitates Dental Treatment within 12 months from the date of the Accident.
- 6) "Dental Treatment" shall mean treatment to teeth performed by a qualified dental practitioner directly resulting from an Accident occurring whilst the Insured Person is Assisting at an official activity organised and/or run by the Assured.
- 7) "Geographical Limits" shall mean the Republic of Ireland and Northern Ireland.
- 8) "Hospitalisation" shall mean confinement within a legally constituted hospital as a consequence of Bodily Injury and on the recommendation of a qualified medical practitioner.
- 9) "Insured Person" shall mean any voluntary helpers, trainers, instructors, officials and the like while Assisting at Irish Pony Club Branch events and meetings.
- 10) "Insured Property" shall mean trailers, caravans (other than motor caravans), show jumps, portable cross country fences, markers, cones, stakes, ropes, poles, timing equipment, arena equipment, public address systems, marquees/tentage and associated contents, cups and trophies, dressage boards, starting pistols and other like equipment belonging to the Assured or loaned by the Assured or in the Assured's care, custody or control for official activities.

- 11) "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 and includes total and irrecoverable loss of use of hand, arm or leg.
- 12) "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 following Bodily Injury.
- 13) "Permanent Total Disablement" shall mean disablement which necessarily and continuously prevents the Insured Person from engaging in any occupation for which he is fitted by means of education, training and/or experience and which has lasted for 12 months and at the expiry of that period is beyond hope of improvement.
- 14) "Sum Insured" shall mean the sum declared by the Assured to the Irish Pony Club as representing the maximum value of the Insured Property either owned by or loaned to the Assured at any one time in the Policy Period set forth herein.
- 15) "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.
- 16) Words in the masculine gender shall include the feminine.

SECTION 1 – PERSONAL ACCIDENT **INSURING CLAUSES**

The Underwriters hereby agree to the extent and in the manner herein provided that if, during the Policy Period set forth herein, the Insured Person sustains Bodily Injury they will pay to the Insured Person or to the Insured Person's Executors or Administrators according to the following Schedule of Benefits after the total claim shall be substantiated thereunder.

Provided always that:

- 1) compensation shall not be payable under more than one of items 1 to 8 inclusive of the Schedule of Benefits in respect of the consequences of one Accident to the Insured Person.
- 2) if payment be made for weekly compensation under item 8 of the Schedule of Benefits, the amount so paid shall be deducted from any lump sum becoming claimable under items 1 to 7 inclusive of the Schedule of Benefits.
- 3) the total sum payable under this Section of the Policy in respect of any Accident to the Insured Person shall not exceed in all the largest sum insured under any one of the items contained in the Schedule of Benefits except that the Underwriters will in addition pay Hospitalisation, Medical Expenses or Dental Treatment as provided for in the Schedule of Benefits.
- 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 Benefits, 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 Benefits if:
 - (a) under item 1, death occurs within twelve months of the date of the Accident.
 - (b) under items 2, 3, 4, 5 or 6, 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 of the Schedule of Benefits the Insured Person is aged 16 years or over.
- 6) in respect of Dental Treatment:
 - (a) the Policy will not pay for any treatment diagnosed necessary more than 60 days after the date of the Accident unless it has not been possible to diagnose such treatment necessary during this 60 days period due to the serious nature of the injuries sustained by the Insured Person as a result of the Accident.
 - (b) any repair or replacement of dentures is to the original prescription only.
- 7) in respect of Medical Expenses benefit 10, this benefit is payable in excess of all other valid and collectible insurance and social security/national health

EXCLUSIONS

This Section of the Policy does not cover death or disablement or Hospitalisation or Medical Expenses or Dental Treatment directly or indirectly arising out of or consequent upon or contributed to by:

- 1) the Insured Person engaging in or taking part in:
 - (a) military service or operations.
 - (b) hunting on horseback or driving or riding in any kind of race.
 - (c) driving or riding on motor cycles or motor scooters other than mopeds.
- 2) the Insured Person engaging in Air Travel.
- 3) suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
- 4) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

- 5) 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.
- 6) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress, or mental or emotional disease or disorder of any kind.

In respect of coverage for Dental Treatment:

- 7) no amount shall be recoverable hereunder in respect of loss or damage directly or indirectly caused by or contributed to by faulty design.
- 8) no claim shall be payable hereunder for any loss or damage caused by or contributed to by wear, tear or gradual deterioration.
- 9) no claim shall be payable hereunder for any loss or damage which is or would, but for the existence of the Policy, be covered by any other existing scheme or insurance.

The Policy excludes any claim arising from or aggravated by a previous disability of the Insured Person.

CONDITIONS

- 1) Notice must be given to the Underwriters via Howden UK Group Limited, Woodlands, Manton Lane, Bedford, MK41 7LW Tel: 01234 408610 as soon as reasonably practicable of any Accident which causes or may cause disablement within the meaning of the Policy, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.
- 2) Notice must be given to the Underwriters via Howden UK Group Limited, Woodlands, Manton Lane, Bedford, MK41 7LW Tel: 01234 408610 as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.
- 3) It is a condition precedent to Underwriters' 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 Underwriters 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.
- 4) It is a condition precedent to Underwriters 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 activity of the Assured.

SCHEDULE OF BENEFITS

<u>Item</u>	<u>Sum Insured</u>
1) Accidental Death but in respect of Insured Persons under 16 years of age	EUR 65,000.00 EUR 6,250.00
2) Total and Irrecoverable Loss of Sight of Both Eyes	EUR 65,000.00
3) Total and Irrecoverable Loss of Sight of One Eye	EUR 32,500.00
4) Loss of Two Limbs	EUR 65,000.00
5) Loss of One Limb	EUR 32,500.00
6) Total and Irrecoverable Loss of Sight of One Eye and Loss of One Limb	EUR 65,000.00
7) Permanent Total Disablement (other than Total Loss of Sight of One or Both Eyes or Loss of Limb[s])	EUR 65,000.00
8) Temporary Total Disablement during such disablement for a maximum of 104 weeks (benefit period) regardless of the number of Accidents commencing 14 days after the date on which the Assured first became disabled (elimination period)	per week EUR 400.00
9) Hospitalisation in all in the Policy Period set forth herein, payable at EUR 50.00 per day of confinement and excluding the first 5 days of each and every confinement.	up to but not exceeding EUR 3,000.00
10) Medical Expenses in the Policy Period set forth herein and excluding the first EUR 250.00 of each and every claim.	up to but not exceeding EUR 5,000.00
11) Dental Treatment in all during the Policy Period set forth herein and excluding the first EUR 150.00 of each and every claim.	up to but not exceeding EUR 3,000.00

SECTION 2 - PHYSICAL LOSS OF OR DAMAGE TO PROPERTY INSURING CLAUSES

The Underwriters hereby agree to the extent and in the manner herein provided that if, during the Policy Period set forth herein, the Insured Property is physically lost, destroyed or damaged other than by a cause herein excluded, whilst within the Geographical Limits, the Underwriters will pay to the Insured the value of the lost or destroyed property at the time of the happening of the loss or destruction or the cost of repair of the damage.

Provided always that:

- 1) the liability of the Underwriters in respect of any one loss or in the aggregate in the Policy Period set forth herein in respect of the Assured shall in no case exceed the Sum Insured.
- 2) the maximum Sum Insured (including any increase as provided for in Condition 5 of this Section) in respect of any one Assured shall in no case exceed EUR 30,000.00
- 3) the Insured 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.

EXCLUSIONS

This Section of the Policy 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 a 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 Insured.
 - (i) or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - (j) or attributable solely to change in the water table level.
- 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) loss or damage whilst in use in respect of Jumps, Fences, Saddlery or Tack.
 - (g) loss or damage to flooring caused by footwear and smoking materials.
 - (h) Motor vehicles.
- 3) 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 the Policy, 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 the Policy not been effected.
- 4) 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 exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.
- 5) any 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:
 - (a) civil commotion
 - (b) 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 Underwriters allege that by reason of the provisions of this Exclusion any loss, destruction or damage is not covered by the Policy the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

This overriding exclusion applies to the Policy and to any extensions thereof, 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) any 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'.

However, in the event that a peril listed below results from any of the matters described in the paragraph above, the Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy Period set forth herein to property insured by the Policy directly caused by such listed peril.

Listed perils: Fire, Explosion

- 7) loss of or damage to Computer Systems' Records or any consequential loss arising therefrom, unless specifically insured hereunder.
- 8) loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of any one or more of the following perils:

- (a) Fire, Lightning, Explosion, Impact of Aircraft
- (b) Vehicle Impact, Sonic Boom
- (c) Accidental escape of water from any tank apparatus or pipe
- (d) Riot, Civil Commotion, Malicious Damage
- (e) Storm, Hail
- (f) Flood, inundation
- (g) Earthquake
- (h) Landslip, Subsidence
- (i) Pressure of Snow, Avalanche
- (j) Volcanic Eruption

All other terms and conditions of the Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

- 9) any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless of whether there is:

- (a) any physical loss or damage to insured property
- (b) any included risk or cause, whether or not contributing concurrently or in any sequence
- (c) any loss of use, occupancy or functionality
- (d) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides cover, in whole or in part, for these matters.

- 10) any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- 11) the first EUR 250.00 of each and every loss, destruction or damage.

CONDITIONS

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

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

- 2) In respect of Insured Property the Underwriters 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 2 in the Schedule shall be reinstated from the time that the repair or replacement of the damaged property is commenced.
- 4) The Insured shall, as soon as reasonably practical, give to the Underwriters 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 Underwriters such assistance as they may reasonably require.
- 5) The Underwriters hereon agree that, subject to terms and conditions of the Policy, the Sum Insured may be increased by up to EUR 1,500.00 to cover any Insured Property newly acquired by the Assured during the Policy Period set forth herein insofar as the same is not otherwise insured.

Provided always that;

- (a) the Assured undertakes to give particulars of such extension of cover to the Policy Holder as soon as practicable (and in any event within 90 days of acquisition) for onward transmission to Underwriters in order to effect specific insurance thereon retrospective to the date of the acquisition.
- (b) immediately such specific insurance is effected, cover by this extension shall be fully reinstated.
- 6) In respect of loss, destruction or damage to Insured Property the Policy is subject to the condition of average, that is to say, if the Insured Property shall at the time of any loss, destruction or damage be of greater value than the Sum Insured for such Insured Property the Insured 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.

For the purposes of this condition the Sum Insured shall extend to include an additional amount (up to EUR 1,500.00) for which cover has been granted under Condition 5 above.

- 7) It is a condition precedent to liability hereunder in respect of loss of trailers by theft that all trailers are kept in a locked building when not in use or are wheelclamped.

GENERAL EXCLUSIONS

The Policy does not cover loss or destruction of or damage to Insured Property or any loss or expense whatsoever resulting or arising therefrom or any death or disablement or Medical Expenses or Hospitalisation or Dental Treatment directly or indirectly arising out of or consequent upon or contributed to by:

- 1) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or 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.
- 2) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 3) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4) 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.

Notwithstanding any provision to the contrary within the Policy or any endorsement hereto it is agreed that the Policy excludes loss, damage, cost or expense of whatsoever nature or death, disablement, injury, Hospitalisation or Dental Treatment 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, disablement, injury, Hospitalisation or Dental Treatment 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, disablement, injury, Hospitalisation or Dental Treatment is not covered by the Policy the burden of proving the contrary shall be upon the Policy Holder.

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

GENERAL CONDITIONS

- 1) Any fraud, misstatement or concealment by the Assured or Insured Person in relation to any matter affecting coverage or in connection with the making of a claim hereunder shall render the Policy in respect of such Assured or Insured Person null and void and all claims in respect of such Assured or Insured Person shall be forfeited.
- 2) 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.
- 3) It is understood by the Assured and Insured Person that any information provided to the Underwriters regarding the Assured and Insured Person 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.
- 4) No (re)insurer or Underwriter shall be deemed to provide cover and no (re)insurer or Underwriter 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 or Underwriter 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.