SHOOT CANCELLATION INSURANCE

Brit Syndicates Ltd
2987

BRIT

SHOOT CANCELLATION INSURANCE

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WELCOME TO BRIT

We are dedicated to providing **you** with a high quality service.

The headings used in this **policy** are for ease of reference and identification purposes only. Any **endorsement** or other variation which relates to this **policy** is subject to the terms and conditions below.

Words and phrases in bold have been given specific meanings and can be found in the definitions section of the **policy**.

This **policy** has been arranged by Brit Syndicate 2987 managed by Brit Syndicates. Brit Syndicate 2987 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** company registration number is 204930. **You** can check that status of Brit by visiting the Financial Services Register at https://register.fca.org.uk or by calling 0800 111 6768.

Understanding your policy

This **policy** is designed to provide **you** with cover if a **shoot event** arranged by **you** or on **your** behalf is cancelled, curtailed, abandoned or **you** are unable to attend or fully participate in the **shoot event** due to the specific events stated in this **policy**.

You can check the cover **you** have purchased by looking at **your schedule**. This document, the **schedule** and any endorsement(s) will form the contract between **you** as the insured and **us**, **your** insurers, subject to the terms and conditions set out in this document.

Please read the policy documentation in full. You should keep this policy in a safe place.

It is important that:

- **you** check that the sections you have requested are included in **your schedule**;
- **you** check that the information you have given us is accurate (see 'Information you have given us');
- **you** understand what each section covers and does not cover;
- **you** understand **your** duties under each section and under the **policy** as a whole.

You should contact **your** broker as soon as possible if this **policy** is not correct or if **you** have any questions relating to this insurance.

IMPORTANT INFORMATION

Information you have given us

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

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any claim. For example, **we** may:

- treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your policy** in accordance with the 'Cancelling this insurance' condition

We or **your** insurance broker will write to **you** if **we**:

- intend to treat **your policy** as if it never existed; or
- need to amend the terms of **your policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your** broker as soon as practicable.

Significant exclusions and limitations

The following are significant exclusions and limitations under **your policy** which limit **our** liability to pay claims, including but are not limited to:

- claims arising within 14 days of **inception** of **your policy**;
- any claim for costs arising from road travel other than mechanical breakdown;
- any claim arising from any physical or mental defect, infirmity or medical condition known to **you** prior to the **inception** of **your policy**;
- any claim where **you** were aware of a circumstance that may to give rise to a claim at **inception** of **your policy**;
- claims arising from cancellation of the **shoot event** due to a lack of birds;
- any tips, gratuities or any voluntary contributions made by **you** or on **your** behalf;
- the **excess** amount shown on the schedule;
- if **you** or any **participants** are able to participate in part of a shoot event, **we** will pay irrecoverable expenses reduced to reflect the proportion of the shoot activities that have taken place;
- **we** will not make any payments under this **policy** if **you** or any **participants** are able to participate in more than four of the planned drives;

A full list of exclusions can be found under Section 2 - What is not covered. **You** should contact **your** broker immediately if **you** have any questions relating to the exclusions.

Cancelling this insurance

This insurance has a cooling off period of 14 days from the later of either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**;

After the cooling off period has expired, y**ou** can cancel this insurance at any time by contacting **your** broker.

We can cancel this insurance by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;

- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request.

Refund of premium
If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there may be an additional charge, to cover the administrative cost of providing the insurance.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Claims conditions

1. Claims procedure
If **you** need to make a claim, or when **you** become aware of an event that may lead to a claim, please contact Lycetts by any of the means shown below. Please have **your policy** number available to enable Lycetts to locate **your policy**.

- Email: yorkshire@lycetts.co.uk
- Telephone: 01748 900 060
- Post: Lycetts, York House, 1 Battalion Court, Colburn Business Park, Catterick, DL 9 4QN

2. Things you must do
You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. **You** must:

1. notify **us** as soon as possible of a claim, or potential claim, giving full details of what has happened;
2. notify the police if disruption of the **shoot event** is caused by an **organised protest group**;
3. provide **us** with bills, receipts and with any other information **we** may require.

    a) as often as **we** reasonably require:
    b) provide **us** with records and documents **we** request; and
    c) submit to separate examination under oath;

4. provide us with the names and addresses of any available witnesses;
5. take all reasonable care to limit any loss(es).

3. Defence of claims We
may, at **our** discretion:

i. take full responsibility for conducting, defending or settling any claim in **your** name; and
ii. take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

BRIT

To help us settle your claim

It is **your** responsibility to prove any loss. **We** will not make any payment for **your irrecoverable losses** unless **you** provide **us** with the appropriate documentation to support **your** claim, including but not limited to an itemised breakdown of all irrecoverable expenses including receipts or invoices, and:

i. due to **adverse travel conditions**, a report from the nearest meteorological office, RAF station, airport or coastguard station, the police or a motoring organisation, a garage or airline for the date in question; or

ii. due to **adverse weather**, a signed, written statement from the official of the **shoot event** (including estate manager or head gamekeeper) confirming that weather conditions prevented the shoot from taking place; or

iii. due to the death of a **close relative**, a certified copy of the death certificate confirming that death; or

iv. due to injury or illness, evidence from a fully qualified medical practitioner confirming that the injury or illness prevented **you** or a **participant** from participating in or travelling to the **shoot event**; or

v. for the insolvency or financial failure of an estate, a written statement from the insolvency practitioner confirming that the estate is insolvent or has suffered from any other financial failure, and the **shoot event** did not take place; or

vi. due to jury service, a copy of the jury summons form; or

vii. due to disruption caused by an **organised protest group**, a signed, written statement from the official of the **shoot event** (including estate manager or head gamekeeper) confirming that the disruption prevented the **shoot event** from taking place and a copy of the police report.

Fraudulent claims

1. If **you** make a fraudulent claim under this **policy**, **we**:

    a) are not liable to pay the claim; and
    b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
    c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

2. If **we** exercise our right under clause (1)(c) above:

    a) **we** shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such

as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and

b) **we** need not return any of the premiums paid.

How to complain

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **your** broker. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Compliance Officer at:

The Complaints Department
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AB

Telephone: 0044 (0) 20 385 70000
Facsimile: 0044 (0) 20 385 70001
Email: BGS.Complaints@britinsurance.com

If you wish to make a complaint, you can also do so at any time by referring the matter to your broker or the complaints teams at Lloyd's. Making complaints does not affect any of your legal rights. The contact details for Lloyd's are:

Post: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Telephone: 0044 (0) 20 7327 5693
Facsimile: 0044 (0) 20 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

If **you** remain dissatisfied after **We** have considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial–ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information on the FOS at www.financialombudsman.org.uk.

Making a complaint does not affect **your** right to take legal action.

How we use personal information

This insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (*individual insureds*). **We** collect and use relevant information about individual insureds to provide **you** with this insurance cover and to meet **our** legal obligations.

This information includes individual insureds' details such as their name and address and may include more sensitive details such as information about their health and criminal convictions. If **we** need any sensitive details from **you** or any individual insureds **we** will ask for consent first.

We will process individual insureds' details, as well as any other personal information **you** provide to **us** in respect of this insurance cover, in accordance with our *full privacy notice*, a copy of which is available online at https://www.britinsurance.com/privacy or on request.

Information notices

To enable **us** to use individual insureds' details in accordance with current data protection laws, **you** have provided those individuals with certain information about how **we** will use their details in connection with this insurance cover.

You have agreed to provide to each individual insured our *Short Form Information Notice* set out below on or before the date that the individual becomes an individual insured under this insurance cover or, if earlier, the date that **you** first provided information about the individual to **us**. **We** will assume that **you** have provided this notice to each individual insured unless **you** tell us otherwise.

Minimisation and notification

We are committed to using only the personal information **we** need to provide you with this insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

You must promptly notify **us** if an individual insured contacts **you** about how **we** use their personal details in relation to this insurance cover so that **we** can deal with their queries.

Short form information notice for individual insureds

Your personal information

The basics

You benefit from this insurance cover. We collect and use relevant information about you to provide the insurance cover and to meet our legal obligations.
This information includes details such as your name and address and may include more sensitive details such as information about your health and any criminal convictions you may have. If we need any sensitive details from you we will ask for your consent first.

The way insurance works means that your information may be shared with and used by a number of third parties in the insurance sector – but only in connection with the insurance cover from which you benefit.

Want more details?
For more information about how we use your personal information please see our *full privacy notice*, a copy of which is available online at https://www.britinsurance.com/privacy / or on request.

Contacting us and your rights
You have rights in relation to the information we hold about you, including the right to access your information. Please contact us at https://www.britinsurance.com/privacy if you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice.

Data Protection Officer
Brit Syndicate 2987 at Lloyd's
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AB

Several liability notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

Rights of third parties

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.

Law applicable to this policy

Unless expressly agreed otherwise, this **policy** will be governed by the laws of England and Wales. **You** agree to submit any dispute over the terms of this **policy** to the exclusive jurisdiction of the courts of England and Wales.

Sanctions and limitations

We shall not be deemed to provide cover nor shall **we** be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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DEFINITIONS

Wherever one of the words or phrases listed below is used in this **policy** it will have the same meaning wherever it appears in the document, except for headings and titles.

Word	Specific meaning
Abandon, abandonment, abandoned	The inability to complete all of the **shoot event** once commenced.
Accommodation costs	means any costs and charges incurred in connection with hotels, guesthouses, bed and breakfast or any other accommodation, including any products and services offered by or through such establishments incurred for the night prior and or the night of the **shoot event**. The costs of booking any **shoot event** or hiring any equipment necessary for a **shoot event** are not included in this definition.
Adverse travel conditions	means: i. the mechanical breakdown of any motor vehicle that **you** or any **participants** are travelling in to any **shoot event**, provided that the breakdown occurs after **you** or any **participants** have left **your** or the **participant's** usual place of residence; or ii. the mechanical breakdown of any aircraft that **you** or any **participants** are or were planning to use to travel to any **shoot event**; or iii. significant road travel delays caused by unforeseen circumstances beyond **your** control; or iv. cancellation of a flight, train or boat directly as a result of unforeseen circumstances beyond **your** control; that result in **you** or any **participants** not being able to reach the **shoot event** in time to participate in the planned activities of the **shoot event** by any reasonable means.

Adverse weather	means severe adverse weather conditions at the location of the **shoot event** which result in the cancellation, curtailment or abandonment of the **shoot event** by the officials responsible for the health and safety of the **shoot event** due to safety concerns. That prevents **you** or any **participant** from safely reaching the location of the **shoot event** due to: i) torrential rain ii) high winds iii) snow iv) poor visibility

Cancellation, cancel, cancelled	The inability to proceed with any or all of the **insured event** prior to commencement
Close relative	**your** spouse, Civil Partner or Common Law Partner, parent, parent-in-law, step-parent, legal guardian, children (including legally adopted and step-children, and daughter/son-in-law), sibling (including step-siblings and sister/brother-in-law), grandparent, grandchild, or fiancé(e) up to 75 years of age.
Curtailment, curtail, curtailed	**Abandoning** or cutting short the **shoot event** once commenced.
Excess	the amount stated as the 'Excess' on the **schedule** which **you** are responsible for paying in the event of a loss.
Inception	the start date of the **period of insurance** as shown in the **schedule**.
Irrecoverable expenses	the total of all costs and charges, including **accommodation costs** and **travel expenses**, which **you** have paid, or legally have to pay, less any savings **you** are able to make, directly in connection with **your** arrangement of the **shoot event** that, following a claim under this section, you cannot recover from anyone.
Organised protest group	a planned and controlled public demonstration involving a number of people expressing an ideologically motivated objection to the **shoot event**.
Participant	any party who performs or would perform any essential function needed for the successful fulfilment of the insured event and which includes individual shoot members, beaters, gamekeepers, caterers, officials, guests or loaders.
Period of insurance	the time for which this **policy** is in force as stated in the **schedule**.
Policy	this policy wording, the **schedule** and any endorsement(s).

Shoot event	the pre-arranged event shown in **your schedule**, organised by **you** or on **your** behalf where the primary purpose of the event is to undertake shooting activities.
Schedule	the document attaching to or incorporated into this **policy** wording and headed 'Schedule' and bearing the **policy** number applicable to this insurance.
Sum insured	**our** maximum total liability as shown in the **schedule** or as may be specifically endorsed to this **policy** to cover **you** within the terms and conditions of this **policy**.
Territorial limits	the United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands.
Terrorism	means the use of force or violence or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government or to put the public or any section of the public in fear.
Travel expenses	the transportation costs incurred, by air or rail, to and from the **shoot event**.
We, us, our	means the Lloyd's underwriters subscribing to this insurance noted in the schedule
You, your	The person(s) or company named in the schedule as the "Insured"

SECTION 1 - OUR AGREEMENT

1.1: What is covered

1. Shoot event

We will pay **your irrecoverable expenses**, up to the **sum insured** shown in the **schedule**, in the event of **your** or a **participant's** inability to attend or participate fully in a **shoot event** during the **period of insurance** due to:

Option 1

1. the cancellation, curtailment or abandonment of a **shoot event** following **adverse weather**;
2. the cancellation, curtailment or abandonment of a **shoot event** due to the disruptive action(s) of any **organised protest group** beyond **your** or a **participant's** control.

Option 2

1. the cancellation, curtailment or abandonment of a **shoot event** following **adverse weather**;

2. the cancellation, curtailment or abandonment of a **shoot event** due to the disruptive action(s) of any **organised protest group** beyond **your** or a **participant's** control.

3. **adverse travel conditions**;

4. the death of a **close relative**;

5. injury or illness that prevents **you** or a **participant** from travelling to, or participating in the **shoot event**. No cover shall be provided for any injury or illness that arises during the **shoot event**; For those aged 75-80 years inclusive (at the inception date of this insurance) cover is restricted to accidental death only. For those aged 81 or over (at the inception date of this insurance) cover is excluded hereunder.

6. attendance required for jury service;

2. Mitigation of loss

We will also pay, up to the amount shown in the **schedule**, **irrecoverable expenses** for additional costs and expenses necessarily incurred as a direct result of **adverse travel conditions** provided that:

a) **you** can show that such costs and expenses were incurred with the sole aim of avoiding a claim under this **policy**; and

b) the additional costs and expenses are less than the costs of the potential claim.

1.2: How much we will pay

1. Adverse weather

We will pay **irrecoverable expenses**, up to the amount shown in the **schedule**, if due to **adverse weather**, the **shoot event** is:

i. cancelled before **you** have the chance to participate, or completely cancelled or abandoned after 11.00 am on the day of the **shoot event**, so that none of the planned activities have taken place; or
ii. abandoned, delayed or curtailed so that **you** or any **participants** are unable to participate fully in the planned shoot activity;

provided that the official from the **shoot event** (including estate manager or head gamekeeper) shall be the sole judge as to whether or not a scheduled **shoot event** can take place due to **adverse weather**.

Payment will reduce by one quarter following each drive in which you were able to participate. **We** will not make any payments under this **policy** if **you** are able to participate in more than four of the planned drives.

2. Organised protest group

We will pay **irrecoverable expenses**, up to the amount shown in the **schedule**, if due to the disruptive action(s) of an **organised protest group**, the **shoot event** is:

i. cancelled before **you** have the chance to participate, or completely cancelled or abandoned after 11.00 am on the day of the **shoot event**, so that none of the planned activities have taken place; or

ii. abandoned, delayed or curtailed such that **you** or any **participants** are unable to participate fully in the planned shoot activity. **We** will reduce the payment for **irrecoverable expenses** to reflect the proportion of the shoot activities that have taken place;

provided that the **shoot** shall be the sole judge as to whether or not a scheduled **shoot event** can take place due to the disruptive action(s) of an **organised protest group.**

We will not make any payments under this **policy** if **you** are able to participate in more than four of the planned drives.

3. Travel expenses

We will pay for **travel expenses** if the **shoot event** is cancelled due to an event covered under this **policy** and where no refund is available from any other source. This forms part of and is not in addition to the **sum insured** as stated in the **schedule**.

4. Accommodation costs

We will pay up to the amount stipulated in the schedule per person/per night for up to two nights accommodation as **irrecoverable expenses**. This forms part of and is not in addition to the **sum insured** as stated in the **schedule**.

The below are only applicable if Option 2 of cover has been selected

5. Adverse travel conditions

We will pay **irrecoverable expenses**, up to the amount shown in the **schedule**, if due to **adverse travel conditions**, **you** or any **participants** are unable to reach the **shoot event** by any reasonable means in time to participate in the **shoot event**:

i. In the event that **you** or any **participants** are completely unable to participate in the **shoot event**, **we** will pay **irrecoverable expenses** up to the point of cancellation.

ii. In the event that **you** or any **participants** are delayed so that **you** are unable to participate in part of the **shoot event**, **we** will pay **irrecoverable expenses** reduced to reflect the proportion of the shoot activities that have taken place.

We will not make any payments under this **policy** if **you** are able to participate in more than four of the planned drives.

6. Death of a close relative

We will pay **irrecoverable expenses**, up to the amount shown in the **schedule**, if due to the death of a **close relative** during the **period of insurance you** or any **participants** are unable to attend a **shoot event**.

7. Injury or illness

We will pay **irrecoverable expenses**, up to the amount shown in the **schedule**, if due to injury or illness during the **period of insurance you** or any **participants** are unable to attend a **shoot event**.

8. Jury service

We will pay **irrecoverable expenses**, up to the amount shown in the **schedule**, if **you** or any **participants** are required for jury service during the **period of insurance** and unable to attend a **shoot event**.

SECTION 2 – WHAT IS NOT COVERED

The following exclusions apply to all sections of this **policy**. **We** will not pay for any claims caused by or arising from or resulting from or contributed by, directly or indirectly:

1. **Uninsured events** the cancellation, abandonment or curtailment of the **shoot event** for any reason other than those set out under Section 1 - What is Covered.

2. **Costs or expenses other than irrecoverable expenses** any costs or expenses for any additional activities or other accommodation.

3. **Lack of birds** the cancellation of the **shoot event** due to lack of birds.

4. **Claim(s) arising within 14 days of inception** within fourteen days of **inception** of this **policy**.

5. **Road travel other than mechanical breakdown** road travel other than mechanical breakdown as defined under **adverse travel conditions** under 'Definitions'.

6. **Pre-existing medical condition** any physical or mental defect, infirmity or medical condition known to **you** prior to the **inception** of this **policy**.

7. **Prior awareness of circumstances likely to result in a claim your** awareness of a circumstance that was likely to give rise to a claim under this section at **inception** of this **policy**.

8. **Tips, gratuities and voluntary contributions** any tips, gratuities or any voluntary contributions.

9. **Excess**
the amount of the **excess**.

10. **Jury service your** attendance for jury service, where **you** were aware of the requirement for **you** to attend the jury service when **you** incurred the costs and expenses to book the **shoot event**.

11. **Costs relating to a third party** costs incurred by anyone other than **you** or that **you** incur on behalf somebody else.

12. **Unfavourable weather conditions** due to unfavourable Weather conditions, where:
    a) the **shoot event** was not specifically cancelled due to **adverse weather**; or
    b) the **shoot event** takes place within 14 days of **inception** of this **policy**.

13. **Territorial limits** any **irrecoverable expenses** incurred for a **shoot event** outside of the **territorial limits**.

14. **Nuclear hazard, radioactive, chemical or biological contamination**
    a) any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these;
    b) radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
    c) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;
    d) biological or chemical contamination resulting directly or indirectly from an act of **terrorism**.

15. **War and riots** war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

16. **Terrorism** an act of **terrorism** when directly or indirectly involving the utilisation of a biological, chemical or nuclear weapon.

17. **Contingency Coronavirus Exclusion**

1. Notwithstanding any provision to the contrary, this policy does not cover:

1.1. any loss directly or indirectly arising out of, contributed to by, or resulting from:

1.1.1. Coronavirus disease (COVID-19);
1.1.2. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
1.1.3. any mutation or variation of SARS-CoV-2;

or from any fear or threat of 1.1.1, 1.1.2 or 1.1.3 above;

1.2. any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1.1.1, 1.1.2 or 1.1.3 or fear or threat thereof.

All other terms and conditions remain unchanged.

LMA5507A
07 April 2021

18. Communicable Disease Exclusion in respect of Option 1:

(For use on Contingency Cancellation & Abandonment risks)
1. Notwithstanding any provision to the contrary, this policy Insurance does not cover:
    1.1. any loss directly or indirectly arising out of, contributed to by, or resulting from any Communicable
    Disease or the fear or threat (whether actual or perceived) of a Communicable Disease;
    1.2. any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Communicable Disease or fear or threat (whether actual or perceived) thereof.
2. For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

All other terms and conditions remain unchanged
LMA5508A
07 pril 2021

19. Communicable Disease Exclusion in respect of Option 2:

1. Notwithstanding any provision to the contrary, this Contract of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. Subject to all the terms, conditions, limitations and exclusions of this Contract of Insurance or any endorsement thereto, paragraph 1 does not apply to a Communicable Disease which, in the opinion of an independent healthcare professional approved by the Underwriters:

    2.1. entirely prevents any Insured Person from appearing or continuing to appear in any Insured Event, and
    2.2. first occurs in an Insured Person:

        2.2.1. during the period of insurance; and
        2.2.2. prior to the issuance of any guidance or advice to prevent, control, suppress or in any way respond to that Communicable Disease by any public, local, national or international authority, agency or government; and

    where 2.1 above is the sole and direct cause of the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of any Insured Event.

3. For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

    All other terms and conditions remain unchanged

    LMA5509 01 July 2020

20. Cyber Exclusion

(For use in conjunction with Contingency Risks)

1. This Policy of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any: 1.1. Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident; or

1.2. action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident.

Definitions

2. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

3. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any Computer System.

4. Cyber Incident means:

   4.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

   4.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
LMA5460
14October 2020

Burden of Proof

If the Insurers allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this policy, the burden of proving the contrary shall be upon the Insured.

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SECTION 5 - CONDITIONS

The following Conditions apply to all Sections of this **policy**:

1. Breach of terms and conditions

If you breach of any of the terms, conditions or provisions of this **policy** (including a claims condition), **we** may decline to pay a claim, to the extent permitted by law.

2. Change in circumstances relevant to this insurance

If the information **you** have provided is no longer true, valid or up to date, **you** must inform **us** as soon as is reasonably practicable as this may affect **your policy** and **your** ability to claim under it.

3. Recovery from third parties

If **you** have the right to recover from a third party all or part of any payment made under this **policy**, those rights are transferred to **us**. **You** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** will bring an action or transfer those rights to **us** and help **us** enforce them.

4. Other insurance

In the event of a claim, **you** must inform **us** if there is any other insurance in place at the time of any incident which gives rise to a claim under this **policy** which covers, the same loss, damage, expense or liability.