

# Commercial Select Amendment Schedule

Please note that you must advise your insurance adviser of any changes to the risk and items to be covered.

An \* indicates where changes have occurred.

Policy Number: 27/SZ/29238657/01

Agreement Number: Not Applicable

Account Number: 27/14621

Insurance Adviser: Bishopsgate Insurance Brokers

The Insured: ASSOCIATION OF RACING DRIVERS SCHOOLS (ARDS)

Postal Address: CASTLE COOMBE CIRCUIT  
CASTLE COOMBE  
CHIPPENHAM  
WILTSHIRE  
SN14 7EY

Additional Premium: £ 3,024.00

Annual Premium: £ 14,177.00

Insurance Premium Tax: £ 362.88

Insurance Premium Tax: £ 1,701.24

Total Additional Premium: £ 3,386.88

Total Annual Premium: £ 15,878.24

Effective Date: 31/12/2023

Renewal Date: 01/01/2024 at 12.00 hrs

Business Description: DELIVERY OF DRIVER INSTRUCTION AND GOVERNANCE OF ARDS INSTRUCTOR LICENSING SCHEME

Clauses applicable to the whole policy (please refer to the Clause Details for full wordings)

S/3/1 Rate Stability Agreement

Z/1818/1 War Exclusion

Z/1822/1 Cyber and Data Events Exclusion

## Personal Accident

### Insured Persons Categories

A

All Members of the Insured that have paid their annual subscription

Operative Time

Occupational including Commuting

### Part 1. Accident Cover Scale of Compensation

Item Description	Sum Insured
1. Death (Fixed)	£65,000
2. Loss of Sight One Eye/One Limb/Hearing One Ear/Speech (Fixed)	£65,000
3. Loss of Sight Both Eyes/Limbs/Hearing Both Ears(Fixed)	£65,000
4. Permanent Total Disablement (Fixed)	£65,000
5. Temporary Total Disablement (per week) - Percentage of Weekly Wage	75.00%
6. Temporary Partial Disablement (per week)	
Deferment Period for Items 5 and 6 (days)	14
Maximum Benefit Period for Items 5 and 6 (Weeks)	52

### **Maximum Benefit anyone Insured Person**

Max Benefit Items 1-4 (per person)	£50,000
Max Benefit Items 5-6 (per week)	£1,000

### **Accumulation Limits**

Aircraft Accumulation Limit	£10,000,000
Event Accumulation Limit	£10,000,000
Non-Scheduled Air Accumulation Limit	£2,000,000
Contamination by Terrorism Accumulation Limit	£5,000,000

### **Clauses applicable to this Section (please refer to the Clause Details for full wordings)**

S/1/1 Personal Accident Extensions

## Business Travel Section

B

All Category A Insured Persons

Operative Time

Business Travel outside or within the United Kingdom

Item Description

Item 1. Emergency Medical and Other Expenses	£100,000
Item 2. Cancellation, Curtailment and Change of Itinerary	NIL
Item 3. Personal Property	NIL
Item 4. Money	NIL
Item 5. Personal Liability	NIL
Item 6. Hijack and Kidnap	NIL
Item 7. Political Evacuation	NIL
Item 8. Legal Expenses	NIL

### Declared Travel Pattern (Days)

UK	NIL
Europe	NIL
USA & Canada	NIL
Rest of the World	NIL
Total	NIL

### Accumulation Limits

Cancellation, Curtailment, Change of Itinerary Accumulation Limit	£250,000
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**Clauses applicable to this Section (please refer to the Clause Details for full wordings)**

S/2/1 Medical Expenses Only

Z/1717/1 Business Travel Section Exclusions - Cyber Event

## Clause Details

### S/3/1 Rate Stability Agreement

In consideration of the Insured agreeing to maintain all Applicable Sections of this Policy it is agreed that The Insurer will renew the Policy at the rates of premium in force Provided that A. The Loss Ratio across this Policy and the associated Allianz Global Corporate & Specialty does not exceed 40%. B. The Insured wherever possible notifies The Insurer immediately of all known injury or loss which has occurred. C. any increase or decrease in the rating exposures will generate additional or return premiums at the end of each Policy Period.

All other terms, conditions and exclusions of this Policy apply.

### Z/1818/1 War Exclusion

General Exclusion 2. War is hereby deleted in its entirety and replaced as follows:

2. War (Not applicable to the Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections)

Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

b. the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or

c. any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property, fines and penalties.

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

## Z/1822/1 Cyber and Data Events Exclusion

General Exclusion 4. Cyber Event is hereby deleted in its entirety and replaced as follows:

4. Cyber and Data Events (Not applicable to Terrorism, Employers' Liability, Public Liability, Public and Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections)

a. any Cyber Loss;

b. any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or

c. any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

1. this exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:

- a. any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause (2) below;
- b. any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;
- c. any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property.

2. should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:

- a. any research and engineering costs;
- b. any costs of recreating, gathering or assembling the Data;
- c. any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party, even if such Data cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation;
- d. any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

For the purposes of this Exclusion

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this exclusion refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the Insured or any Third Party

Cyber Loss means any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident

Cyber Act means any unauthorised, malicious or criminal act (whether or not directed at the Insured), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware

Cyber Incident means:

- i. any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of the Insured or any Third Party;
- ii. any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
- iii. any partial or total inability to access, process, transmit, store or use any Data or any error or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of the Insured or any Third Party

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System.

Data is not limited to the Insured's Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data

Data Processing Media means any tangible property insured by this Policy on which Data can be stored but not the Data itself

Non-Cyber Cause means a cause, other than a Cyber Act, Cyber Incident, Data Loss or other cyber related cause, which is not otherwise excluded by the Policy.

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this Policy which is owned by the Insured or for which the Insured is responsible, excluding any Data and intangible elements of Computer Systems

Third Party means any person or entity other than the Insured (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the Insured, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the Insured, its Business, its Computer Systems or any Data which it owns, uses or relies on)

## **S/1/1 Personal Accident Extensions**

The Personal Accident Extensions are deleted with the exceptions of the following: Dental Expenses Fracture Benefit Funeral Expenses and Urgent Estate Expenses Hospitalisation Benefits Optical Expenses Rehabilitation Expenses Trauma Counselling Applicable Section(s): Personal Accident

## **S/2/1 Medical Expenses Only**

The following Items of Cover are deleted: 2-8. Applicable Section(s): Business Travel

## **Z/1717/1 Business Travel Section Exclusions - Cyber Event**

This Section does not cover claims in any way caused or contributed to by a Cyber Event or Denial of Service.

### Definitions

Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Cyber Event means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

Denial of Service means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

### Write-back

Where coverage is provided, this exclusion does not apply to

1. The following coverage under the Business Travel Section
  - Item 1-Medical and Emergency Travel Expenses
  - Item 7-Political Evacuation
2. Sickness

Subject otherwise to the terms, conditions and exclusion of this Policy.

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