



HARRY HALL
EST. 1891

Your Public Liability Policy

harryhall.com

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equario
INSURANCE (GUERNSEY) LTD

Harry Hall International Limited is an Appointed Representative of TL Dallas & Co Ltd
Registered Office: Park View Mills, Wibsey Park Avenue, Bradford, BD6 3QA Registered in England No. 01362323
TL Dallas & Co Ltd is authorised and regulated by the Financial Conduct Authority (FRN 306482)

POLICY SCHEDULE

Policy Number:	EIG-PL-2022	
Type:	Public Liability	
Master Insured:	Harry Hall International Limited	
Address of the Master Insured:	Park View Mills Wibsey Park Avenue Bradford BD6 3QA	
Insured:	All categories of Gold Members of the Harry Hall One Club	
Period of Insurance:	Risks attaching during the period 25 May 2022 00.01 to 24 May 2023 24.00 Both days inclusive Local Standard Time at the Address of the Insured Stated herein	
Gold Member and Gold Plus Member Period of Insurance:	Twelve consecutive months only from the time of attachment per membership of the Harry Hall One Club	
Business:	Provision of equestrian equipment and clothing and membership schemes for individuals and families owning horses	
Indemnity Limit:	£10,000,000	in respect of any one Event, inclusive of all costs and expenses. Excluding losses arising from terrorism and asbestos.
Excess:	£250	Each and every claim in respect of Damage to Property
Territorial Limits:	United Kingdom and the Isle of Man including occasional trips worldwide for leisure purposes only and not exceeding 14 days	
Jurisdiction Limits:	English Law within the jurisdiction of the courts of England and Wales	
Insurer:	Equario Insurance (Guernsey) Limited Level 5 Mill Court	

	<p>La Charroterie St Peter Port Guernsey GY1 1EJ Registered in Guernsey under Guernsey Company Number 69867. Licensed by the Guernsey Financial Services Commission (“GFSC”) under the Insurance Business (Bailiwick of Guernsey) Law, 2002.</p>
Gold Member Equine Activities:	Recreational riding and ownership or control of a Horse or Horse Drawn Vehicle and Your direct participation in local gymkhanas, hunting, unaffiliated dressage and jumping shows.
Gold Plus Member Equine Activities:	Recreational riding and ownership or control for a Horse or a Horse Drawn Vehicle and Your direct participation in local gymkhanas, hunting, unaffiliated dressage and jumping shows, and events organised by or affiliated to British Eventing, British Dressage, British Show jumping and British Show Horse Association
Gold Member Equine Excluded Activities:	All activities other than those stated in Gold Member Equine Activities above are excluded unless specifically agreed by the Insurers
Gold Plus Member Equine Excluded Activities:	All activities other than those stated in Gold Plus Member Equine Activities above are excluded unless specifically agreed by the Insurers
Complaints:	<p>We are dedicated to providing You with a high quality service and we want to ensure that we maintain this at all times. If You feel that we have not offered You a first class service please write and tell us and we will do our best to resolve the problem.</p> <p>If you have any questions or concerns about your cover or the handling of a claim You should, in the first instance contact the insurance intermediary at the address below:</p> <p>Harry Hall International Limited Park View Mills Wibsey Park Avenue Bradford BD6 3QA</p>

	<p>In the event that You are not satisfied with the response, you should contact:</p> <p>Compliance Officer Equario Insurance (Guernsey) Limited P.O. Box 484 Level 5, Mill Court La Charroterie St Peter Port Guernsey GY1 1EJ.</p> <p>Stating the policy number, risk details and the nature of your questions or concern.</p> <p>Should you remain dissatisfied then you may contact the Ombudsman responsible for Channel Islands business at:</p> <p>Channel Islands Financial Ombudsman (“CIFO”) P O Box 114 Jersey, Channel Islands JE4 9QG Email: enquiries@ci-fo.org Website: www.ci-fo.org Jersey local phone: 01534 748610 Guernsey local phone: 01481 722218 International phone: +44 1534 748610</p>
Authorised Signatory:	

This Policy has been introduced to you Harry Hall International Limited (“Harry Hall”).

This Policy is underwritten by Equario Insurance (Guernsey) Limited, which is registered in Guernsey under Registration Number 69867 and is regulated by the Guernsey Financial Services Commission.

Equario Insurance (Guernsey) Limited’s registered office is Level 5, Mill Court, La Charroterie, St Peter Port, Guernsey GY1 1EJ.

Harry Hall International Limited and Equario Insurance (Guernsey) Limited are entities which both have the same ultimate beneficial owner.

POLICY TERMS

ABOUT THE POLICY

This Policy has been produced by the Insurer stated in the Schedule. This Policy is arranged by Harry Hall International Limited (“Harry Hall”) who are an insurance intermediary. The language of this Policy and all related communications will be in English.

This Policy wording explains the insurance provided under this contract. The Policy is a contract between the Master Insured and the Insurer stated in the Schedule. Any reference in this document to the ‘Insurer’ is a reference to the insurer stated on the Schedule.

In return for You having paid or agreed to pay the premium for the Period of Insurance, the Insurer will pay a valid claim to You subject to the terms contained in or endorsed on the Policy.

An Endorsement forms an addition to the Policy and varies the insurance provided.

The Schedule and any Endorsement(s) should be read together for precise details of the insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects the Insured’s circumstances and that the cover provided suits the Insured’s requirements.

You should pay particular attention to any terms, conditions, limits and exclusions including Endorsements which may require You to take action.

DUTY OF FAIR PRESENTATION

This Policy is a contract between You and the Insurer. Please read the whole document carefully. It is important that

- You understand what the Policy covers and does not cover;
- You understand Your own duties.

Please contact Harry Hall immediately if this document is not correct or if You would like to ask any questions.

Important Notice:

You are required to make a fair presentation of the risk to Insurers. If You breach Your duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as if it never existed and are not required to return any paid Premium to You.

If the breach was not deliberate or reckless, Insurer’s remedy shall depend upon what Insurer would have done if You had complied with the duty of fair presentation:

1. The Insurer may regard the Policy as if it never existed if the Insurer would not have entered into the

Policy on any terms in the absence of the breach. In this case, the Insurer must return the premium paid (and, if applicable, You must return any payments made by the Insurer under the terms of the Policy).

2. If the Insurer would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurer would have entered into the Policy but would have charged a higher premium, the Insurer may reduce the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2) above.

Terms and Conditions

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

The Law that governs this Policy

Unless the parties have agreed otherwise in writing, any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Data Protection and Privacy

The Insurer and its intermediaries will record and hold the Insureds personal data in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017 and the UK Data Protection Act 2018 (“the Law”) and follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information.

The Insurer may find it necessary to pass data to other firms or businesses that supply products and services associated with this Policy. The Insurer will particularly share information with Harry Hall in the UK who assists it with the administration of the Policy and any questions around the use of the Insured’s personal data. The Insurer will also share information with GHG Claim and Risk Solutions for the purpose of claims administration.

In order to comply with the Law, the Insurer is committed to processing personal information fairly and transparently. Any information and data provided to the Insurer is for the purposes of the provision of insurance services and will be processed fairly and securely in accordance with these purposes.

- a. The Insurer collects non-public personal information about the Insured and any other party covered by this insurance from the information the Insurer receives from the Insured on applications or other forms;
- b. The Insurer does not disclose any non-public personal information relating to the Insured and/or any other party covered by this insurance to anyone except as is necessary in order to provide its products or services to the Insured or otherwise as it is required or permitted by law (e.g. a subpoena, fraud investigation, regulatory reporting, or the like.)

- c. The Insurer will take all reasonable precautions to preserve the integrity and prevent any corruption, loss, destruction of, or damage to all data and information.
- d. The Insurer undertakes to comply, and to have adequate measures in place to ensure that its staff comply, at all times with the provisions and obligations contained in (as amended from time to time) any relevant data protection law and regulation.
- e. The Insurer restricts access to non-public personal information relating to the Insured and/or any other party covered by this insurance to its employees, its subsidiary, parent and or other group companies, their employees or others who need to know that information to service the Insured's account.
- f. The Insured has the following rights in relation to the handling of their personal data:
- They are entitled to access the personal data which the Insurer is holding about them;
 - They are entitled to have any inaccuracies in their personal data corrected;
 - They are entitled to request that the Insurer restricts the processing of their personal data, under certain conditions;
 - They have the right to object to the Insurer processing their data, under certain circumstances;
 - They are entitled to have the personal data the Insurer holds about them erased, except where its retention is required by law or contract
- g. The Insured should make any requests or questions regarding their personal data in writing to Harry Hall, who administers such requests or questions on the Insurer's behalf, using the details below:

FAO the Data Protection Officer
Harry Hall International Limited
Park View Mills
Wibsey Park Avenue
Bradford
BD6 3OA

Or by email to: dpo@harryhall.com

Harry Hall will respond within one month.

The Insured may contact the Insurer at this address:

The Compliance Director
Equario Insurance (Guernsey) Limited
Level 5, Mill Court
La Charroterie
St Peter Port
Guernsey
GY1 1EJ

The Insurer will respond within one month.

If the Insured is not satisfied with how their personal data has been processed, they have the right to apply

directly to the Office of the relevant Data Protection Authority.

Information Commissioners Office
Wycliffe House
Water Lane
Wilmslow
Cheshire, SK9 5AF
Telephone: 0303 123 1113

Office of the Data Protection Commissioner
St Martin's House,
Le Bordage,
St Peter Port
Guernsey GY1 1BR
Email: enquiries@odpc.gg
Telephone: +44 (0)1481 742074

HOW TO MAKE A CLAIM

Please notify all claims to

Harry Hall International Limited
Claim Department
GHG Solutions Ltd
Barclays House
20-24 Market Street
Eastleigh
SO50 9FD
Telephone: 02382 356578
Email: harryhallclaims@ghgsolutions.co.uk

Claims are administered by GHG Claim and Risk Solutions, which is authorised and regulated by the FCA, firm reference number 913965.

DEFINITIONS

These Definitions apply to the whole Policy wherever these words or phrases appear starting with a capital letter except where otherwise stated.

Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos

Bodily Injury

means physical injury including death, illness and disease

Damage

means physical loss or destruction of or damage to Property

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 programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Employee(s)

means

- 1) anyone under a contract of service or apprenticeship with the Insured;
- 2) any
 - a. labour master or labour only subcontractor or person supplied or employed by the Insured;
 - b. self-employed person;
 - c. person hired to or borrowed by the Insured;
 - d. person engaged under a work experience, youth training, study, exchange or similar scheme with the Insured;
 - e. voluntary helper for the Insured

under the Insured's control and supervision while working for the Insured in connection with their Equine Activities

Endorsement(s)

means the document(s) detailing modifications made to the insurance provided under this Policy

Equine Activities

means the Insured's use, ownership or control of a Horse or a Horse Drawn Vehicle and the Insured's direct participation in local gymkhanas, hunting, unaffiliated dressage and jumping shows.

Where an Insured is a Gold Plus Member, Equine Activities is extended to also cover events organised by or affiliated to British Eventing, British Dressage, British Show jumping and British Show Horse Association.

Equine Excluded Activities

means all activities other than those stated in Equine Activities

Event

means any one occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause

Excess

means the first amount payable by the Insured or any other person entitled to indemnity of each and every claim before the Insurer shall be liable to make any payment. If any payment made by the Insurer includes the amount for which an Insured or any party entitled to indemnity is responsible such amount shall be repaid to the Insurer immediately.

The Excess does not form part of the Indemnity Limit and is payable by the Insured before the application of the Indemnity Limit. All claims or series of claims arising out of any one Event, will be treated as one claim

Family

means all descendants of a common ancestor, all household members or any step children

Family Gold Membership or Family Gold Plus Membership

means anyone who has purchased Harry Hall One Club Family Gold Membership or Family Gold Plus Membership for up to 4 Family members permanently residing with the Gold Member at the same address

Gold Member

means:

a person holding an Individual Gold Membership of the Harry Hall One Club owning a maximum of 2 horses for which they are the registered owner or have a loan or share agreement in force; or

a Family Gold Membership of the Harry Hall One Club owning a maximum of 4 horses in total for which one of the Family Gold Members is the registered owner or has a loan or share agreement in force; or

Gold Plus Member

means:

a person holding an Individual Gold Plus Membership of the Harry Hall One Club owning a maximum of 2 horses for which they are the registered owner or have a loan or share agreement in force; or

a Family Gold Plus Membership of the Harry Hall One Club owning a maximum of 4 horses in total for which one of the Family Gold Plus Members is the registered owner or has a loan or share agreement in force

Horse

means any horse, pony, donkey, mule, ass or jennet

Horse Drawn Vehicle

means any non-motorised carriage, cart, wagon or wheeled attachment which is designed to be pulled behind a Horse excluding caravans, trailer tents, catering trailers, exhibition trailers or items of machinery

Individual Gold Membership or Individual Gold Plus Membership

means any one person who has purchased Harry Hall One Club Individual Gold Membership or Individual Gold Plus Membership

Insured/You/Your

means all categories of Gold Members of the Harry Hall One Club, as detailed in the Schedule

Insurer

means the Insurer(s) as stated in the Schedule

Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

Period of Insurance

means the period stated in the Schedule or any subsequent period for which the Insurer agrees to accept payment of premium

Policy

means the terms and conditions of the contract including the Policy wording, Schedule, Endorsements, clauses, exclusions and certificates

Pollution or Contamination

means pollution or contamination of buildings or structures or of water or land/or the atmosphere; and;
all loss, Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

Product Supplied

means any product or thing (including containers, packaging, or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by You in the course of Your Equine Activities in or from the Territorial Limits

Property

means material property

Schedule

means the document stating the Period of Insurance, Indemnity Limit and Insurance provided

System

means computers, other computing and electronic equipment linked to a computer, hardware, software programs, data, electronic data processing equipment, Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Terrorism

means any act including but not limited to the use of force or violence and/or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or

governments committed for political religious ideological or similar purposes and/or to put the public or any section of the public in fear

Territorial Limits

means United Kingdom and Isle of Man including up to a maximum of 14 days in all elsewhere in the world during the Period of Insurance.

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. Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

POLICY CONDITIONS

1. Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Gold Member or Gold Plus Member membership of Harry Hall One Club ceases
- 3) the risk of Damage, accident, or Bodily Injury is materially increased unless the Insurer states otherwise in writing

2. Fraudulent Claims

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any Damage be occasioned by the wilful act or with Your connivance, the Insurer may terminate this Policy with effect from the date of the fraudulent or wilful act and shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and the Insurer shall not be liable to provide an indemnity in respect of any act, event, claim, or incident after such date and the Insurer shall be entitled to retain all premiums paid in respect of the Policy.

3. Cancellation

- 1) Your rights

Cover will cease for all categories of Gold Members if the Harry Hall One Club withdraws membership or if the Gold Member or Gold Plus Member cancels their membership. Please refer to the Harry Hall One Club Terms and Conditions for further information.

You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation, whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Harry Hall, instructing cancellation and returning all documentation to Harry Hall. The Insurer will refund the full amount of any premium paid by You.

If a claim has been made, or an incident notified to the Insurer that could give rise to a claim during the 'cooling off' period, that Policy will be treated as in force and no such refund will be made.

- 2) Insurers rights

The Insurer may cancel this Policy at any time by providing 30 days notice of cancellation by recorded delivery letter to the Master Insured.

- 3) Return of premium

If this Policy is cancelled under the terms of (2) above and during the current Period of Insurance, there have been no:

- claims made under this Policy for which the Insurers have made a payment
- claims made under this Policy which are still under consideration

- events likely to give rise to a claim but yet to be reported to the Insurers

then the Insurers shall make a return of the proportionate part of the premium in respect of the unexpired Period of Insurance, subject to the retention by the Insurers of any minimum and deposit premium under this Policy.

- 4) If the Master Insured fails to pay the Premium in consideration of this Policy and fails to put this right within seven days of written notice being served to the Master Insured's last known address, then the policy will be not taken up and will be treated as if it had never existed.
- 5) If You have made no payment in consideration of this Policy and You fail to put this right within seven days of written notice being served to You, the cover under this policy will be treated as if it had never existed.

4. Claims (Action to be taken by You)

It is a condition precedent to any liability of the Insurer to make any payment under this Policy that You will

- 1) give written notice to Harry Hall as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- 2) provide all additional information the Insurers may require within the time stipulated
- 3) upon receipt of every claim form, summons or other originating process, any letter of claim or other written notification of claim and all documents relating thereto, immediately forward, unanswered to Harry Hall
- 4) give immediate notice in writing to Harry Hall of any impending prosecution, inquest, or fatal accident inquiry
- 5) at all times and in addition to the obligations set out above, forward such information to and cooperate with the Insurers and their appointed agents to allow the Insurers to be able to comply with such relevant practice directions and pre-action protocols as may be in force
- 6) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

5. Claims (Conduct and Control)

It is a condition precedent to any liability of the Insurers to make any payment under this Policy that no admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of You without the Insurers written consent

The Insurers shall be entitled to take over and conduct in Your name the defence or settlement of any claim, or to prosecute in Your name for the Insurers benefit any claim for indemnity or damages or otherwise

The Insurers shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as the Insurers may require

6. Claims (Contribution)

If at the time of any claim there is any other valid insurance which entitles You to an indemnity, or would have entitled You to an indemnity if this policy did not exist, then the insurance afforded by this policy will be in excess of and will not contribute with such other insurance

7. Claims (Discharge of Liability)

The Insurers may at any time at their sole discretion pay to You the Indemnity Limit applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and the Insurer shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which they may be responsible, incurred prior to such payment, provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Indemnity Limit applicable, the Insurer's liability for costs and expenses shall not exceed an amount being in the same proportion as their payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims

8. Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of the Insurers take and permit to be taken all necessary steps for enforcing rights against any other party in Your name, before or after any payment is made by the Insurer

9. Claims (Outstanding Premiums)

It is a condition precedent to any liability of the Insurer to make any payment under this Policy to You that no premium and/or Membership fees be outstanding from You except to such extent as agreed in writing between You and the Insurer or Master Insured.

10. Reasonable Precautions

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain everything used in Your Equine Activities in proper repair
- 3) to comply with all statutory and other obligations and regulations imposed by any authority
- 4) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

11. Rights of Third Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12. Assignment

You shall not assign any of the rights or benefits under this Policy without Our prior written consent. We will not be bound to accept or be affected by any notice of trust, charge, lien, or purported assignment or other dealing with or relating to this Policy.

POLICY COVERAGE

Cover

The Insurer will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property

occurring during the Period of Insurance within the Territorial Limits in connection with Your Equine Activities

Indemnity Limit

- 1) The Insurer's Indemnity Limit for damages payable in respect of any Event shall not exceed the amount stated as the Indemnity Limit in the Schedule
- 2) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided hereunder will be payable within the Indemnity Limit applicable

Cross Liabilities

If the Insured comprises of more than one party, We will under this Section provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them, provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule, regardless of the number of persons claiming to be indemnified

Defence Costs and Expenses

The Insurer will provide indemnity in respect of all

- 1) costs incurred with their written consent of legal representation at any
 - 1.1) coroner's inquest or other inquiry in respect of any death
 - 1.2) proceedings in any court in respect of any act or omission, causing or relating to any Event
- 2) other costs and expenses incurred with the Insurer's written consent in relation to any matter

POLICY EXCLUSIONS

The Insurer shall not provide indemnity against liability;

- 1) arising out of Equine Excluded Activities
- 2) arising out of Bodily Injury to any member of Your Family or household
- 3) arising out of the loss of or Damage to Property belonging to You or in Your care, custody, or control, or in the care, custody, or control of any member of Your Family or person in Your service
- 4) arising out of any profession, occupation, or business of You or Your Family
- 5) arising from the use of a Horse or a Horse Drawn Vehicle for hire or reward
- 6) for any claim arising from circumstances known to You prior to the commencement of Your coverage under this insurance
- 7) caused by or arising from any deliberate act or omission, by or on behalf of You and which could reasonably have been expected to be known by You, having regard to the nature and circumstances of such act or omission
- 8) caused by or arising from advice, design, or specification which You have provided
- 9) arising out of the business activities of Harry Hall One Club or any other organisation
- 10) arising out of the activities of a groom
- 11) arising out of the activities of a qualified horse instructor
- 12) arising out of events organised by You or on Your behalf
- 13) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Equine Activities
- 14) caused by or arising out of Asbestos or materials containing Asbestos
- 15) in respect of mental injury, mental anguish, shock, or fear of suffering death, Bodily Injury, illness, or disease arising out of the actual, alleged, or suspected presence or release of Asbestos, or exposure to or inhalation of Asbestos
- 16) for the costs of management, including those of any persons under any statutory duty to manage removal, mitigation, remediation, repair, alteration, recall, rectification, replacement, or reinstatement of any property or part thereof arising out of the presence of Asbestos
- 17) caused by or arising out of Terrorism
- 18) caused by or arising from the ownership or possession or use by You or on Your behalf of any

- 18.1) aircraft or aero spatial device or hovercraft
- 18.2) watercraft
- 18.3) mechanically propelled vehicle

- 19) caused by or arising from any Product Supplied
- 20) arising out of an assumption by You of an agreement or contract, unless the sole conduct and control of claims is vested in the Insurer , but the Insurer will not in any Event provide indemnity in respect of liquidated, punitive or exemplary damages, or liability under any penalty clause
- 21) the Excess amount stated in the Schedule
- 22) in respect of Pollution or Contamination occurring:
 - 22.1) within the United States of America or Canada;
 - 22.2) elsewhere than within the United States of America or Canada, unless caused by a sudden Identifiable, unintended and unexpected Event, which takes place in its entirety at a specific time and place during the Period of Insurance

provided that

in respect of any liability for which indemnity is not excluded under Exclusions 22.1) or 22.2) above

- a) all Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place
 - b) the liability for all damages under this Section payable in respect of all Pollution or Contamination, which is deemed to have occurred during any one Period of Insurance, shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections
- 23) for punitive, exemplary, or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages
 - 24) War and similar risks
The Insurer shall not provide indemnity under this Policy in respect of any
 - 1) Damage to any Property whatsoever, or any loss, cost, or expense whatsoever, resulting or arising therefrom, or any consequential or inevitable loss
 - 2) legal liability of whatsoever nature, directly or indirectly caused by, or contributed to, by, or arising from, any of the following, regardless of any other cause or Event contributing concurrently, or in any sequence to the Damage, cost, expense, or liability
 - 2.1) war, invasion, act(s) of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion revolution, insurrection, civil commotion, assuming the proportions of, or amounting to, an uprising, military, or usurped power,

or confiscation, or nationalization, or requisition by, or under the order of any government or public or local authority

- 2.2) any action taken in controlling preventing suppressing, or in any way relating to 2.1) above

25) Radioactive and Other Contamination

The Insurer shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever, or any loss, cost, or expense whatsoever, resulting or arising therefrom, or any consequential or inevitable loss legal liability of whatsoever nature, directly or indirectly caused by, or contributed to, by, or arising from

- 1) ionising radiations, or contamination by radioactivity, from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel
- 2) the radioactive, toxic, explosive, or other hazardous or contaminating properties, of any nuclear installation, reactor, or other nuclear assembly, or nuclear component thereof
- 3) any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter
- 4) the radioactive, toxic, explosive, or other hazardous or contaminating properties, of any radioactive matter, but the exclusion in this paragraph shall not extend to radioactive isotopes, other than nuclear fuel when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes
- 5) any chemical, biological, biochemical, or electromagnetic weapon

26) Sanction Limitation and Exclusion

The Insurer shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose the Insurer to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

The Insurer is committed to complying with financial and trade sanctions legislation and export controls (Sanctions) in the United Kingdom, the European Union, United Nations and United States of America and the Bailiwick of Guernsey as well as the applicable Sanctions laws and regulations in the jurisdictions in which we operate. This requirement is also extended to any brokers who undertake any insurance intermediation activity in relation to this policy.

To comply with Sanctions, the Insurer cannot place, provide insurance cover or make any payment in circumstances where it would be a considered a breach of Sanctions. The Insurer may be required to take actions such as freezing the funds of parties subject to Sanctions; not performing claims handling activities, and making licence applications or notifications to relevant regulators.

27) Loss of Electronic Data

The Insurer shall not provide indemnity under this Policy in respect of any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to 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.

28) Cyber Exclusion

The Insurer shall not provide indemnity under this Policy for:

28.1 any actual or alleged loss, damage, liability, bodily injury, personal injury, compensation, medical payment, claim or cost, defence cost, expense, statutory fine or penalty or any other amount incurred or accruing by the insured, howsoever incurred or accruing, directly or indirectly arising out of, caused by, contributed to, resulting from, or in connection with any of the following:

- a) an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such acts, involving access to, processing of, use of or operation of any computer system;
- b) any failure to act, error or omission or series of related failures to act, errors or omissions involving access to, processing of, use of or operation of any computer system;
- c) 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; or
- d) any breach of duty (including statutory or regulatory duty), or breach of trust or any series of related breaches of duty (including statutory or regulatory duty) or breaches of trust involving or affecting the use or operation of, or access to, any computer system.

28.2 any actual or alleged loss, damage, liability, bodily injury, compensation, claim or cost, defence cost, expense, statutory fine or penalty or any other amount incurred or accruing by the insured, howsoever incurred or accruing, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any electronic data, including any amount pertaining to the value of such electronic data; regardless of any other cause of event contributing concurrently.

28.3 This exclusion shall not apply to:

- a) liability for any bodily injury or damage arising out of terrorism, to the extent that cover is expressly provided elsewhere in the policy and shown as covered in the schedule;
- b) any liability arising out of any 'Data Protection' extension(s) to the extent that cover is expressly provided elsewhere in the policy and shown as covered in the schedule;

Definitions

To the extent that a defined term is used which is neither defined in the underlying policy or below, such word shall be construed in accordance with its ordinary meaning. For the purposes of this

exclusion:

Computer System means any computer, hardware, software, programs, telecommunications system, email 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, owned or operated by the insured or any other party.

Damage means loss of, destruction of or physical damage to tangible property.

Electronic Data means facts, concepts, code, and any other information converted to a form usable for communication, display, distribution, interpretation or processing by a computer system or any electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.