

HARRY HALL
oneclub

One Club Member

Evidence of Public Liability

harryhallinsurance.com 01274 711011

equario
INSURANCE (GUERNSEY) LTD

HARRY HALL ONE CLUB MEMBERS' SUMMARY OF PUBLIC LIABILITY COVER

This document is provided to Harry Hall One Club Members for information only as a guide to cover provided to Harry Hall International Ltd ("Harry Hall") by Equario Insurance (Guernsey) Limited ("the Insurer") for the benefit of all categories of Gold, Gold Plus and Platinum Members of the Harry Hall One Club.

It does not contain the full terms and conditions and does not constitute a legal contract of insurance.

Whilst You hold a Gold, Gold Plus or Platinum membership of the Harry Hall One Club you receive the benefit of the Cover described.

COVER DETAILS

Your Period of Cover:	The period for which You are a Gold, Gold Plus or Platinum member of the Harry Hall One Club ; **Starting**: when your membership begins between 1 May 2026 and 30 April 2027 (both days inclusive Local Standard Time at the address of Harry Hall); and **Ending:** at the sooner of either your membership expiring after no more than 12 months or being cancelled.	
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 of Great Britain & Northern Ireland 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	
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 and Platinum Member Equine Activities:	Recreational riding and ownership or control of 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 those organisations agreed between the Master Insured and Insurer in writing, as published on the Harry Hall One Club website.	
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 and Platinum 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

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.

In the first instance, You should bring any questions or concerns regarding this document, Your cover or Our service to the attention of Harry Hall at the address below:

Customer Relations Team
Harry Hall International Limited
Hope Park Business Centre
4 Coop Place
Rooley Lane
Bradford
BD5 8JX
Email: contact@harryhallinsurance.com

If Your complaint is about the way in which We provide or administer Your cover (but not anything to do with any administration carried out for You) and You are not satisfied with the response, You should contact Us at:

Compliance Officer
Equario Insurance (Guernsey) Limited
Level 5, Mill Court
La Charroterie
St Peter Port
Guernsey GY1 1EJ.
Email: equario@arm.co.gg

We will acknowledge Your complaint within 3 working days and do everything We can to put the matter right within 10 working days. If We cannot do this, We will let You know how long We think it will take Us to fully investigate and who will be responsible for Your complaint. Once We have completed Our investigations, We will let You know the outcome.

Please note that Equario Insurance (Guernsey) Limited is regulated by the Guernsey Financial Services Commission (GFSC). If You remain dissatisfied then You may refer Your complaint to the Channel Islands Financial Ombudsman (CIFO) at:
Channel Islands Financial Ombudsman ("CIFO")
P O Box 114
Jersey, Channel Islands
JE4 9QG
Email: enquiries@ci-fo.org
Website: www.ci-fo.org
Telephone: 01534 669 800
International: +44 1534 669 800

If Your complaint is about any administration carried out for You by Harry Hall and You disagree with any reply from their Customer Relations Team regarding the cover, You may ask the Financial Ombudsman Service to review Your complaint. Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 – calls to this number are now free on mobile phones and landlines
0300 123 9123 – calls to this number cost no more than calls to 01 and 02 numbers
Complete the online form at:
www.financial-ombudsman.org.uk/contact

Please note that the Financial Ombudsman Service may not be approached in respect of the insurance, or any services provided by the Insurer.

This will not affect your right to take legal proceedings.

COVER TERMS

ABOUT THE COVER

Cover has been provided by the Insurer to Harry Hall as the Master Insured for the benefit of all categories of Gold, Gold Plus and Platinum Members of the Harry Hall One Club ("Covered Members").

Covered Members receive the benefit of public liability insurance as part of membership and this document provides details of that cover. The Insurer will pay a valid claim to You whilst a Covered Member subject to the details of the Master Policy.

Please take care to review all documentation carefully. You should pay particular attention to any terms, conditions, limits and exclusions which may require You to take action.

The language of this document and all related communications will be in English.

If You have any queries relating to this document, the cover provided, or would like details about the Master Policy please contact Harry Hall at the address shown above or by emailing contact@harryhallinsurance.com.

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

Eligibility Criteria
You are eligible for cover for the duration of the Period of Cover for which You are a Gold, Gold Plus or Platinum member of the Harry Hall One Club. Your eligibility will cease in accordance with Clause 9 Harry Hall One Club Membership.

Please contact Harry Hall immediately if You would like to ask any questions.

Data Protection and Privacy
The Insurer and its intermediaries will record and hold 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 the cover. The Insurer will particularly share information with Harry Hall in the UK who assists it with the administration of the cover and any questions around the use of the Covered Members' personal data. The Insurer will also share information with Equus Claims Management 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 any party covered from the information received on applications or other forms;

b. The Insurer does not disclose any non-public personal information relating to any party covered to anyone except as is necessary in order to provide its products or services 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 any party covered to its employees, its subsidiary, parent and or other group companies, their employees or others who need to know that information to service the cover.

f. Covered Members have 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. Covered Members 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
Hope Park Business Centre
4 Coop Place
Rooley Lane
Bradford
BD5 8JX

Or by email to: dpo@harryhallinsurance.com

Harry Hall will respond within one month.

Covered Members 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 Covered Members are 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
Hope Park Business Centre
4 Coop Place
Rooley Lane
Bradford
BD5 8JX
Telephone: 01274 711 011 - Option 5 (new claims)
Email: claims@harryhallinsurance.com

Claims are administered by Harry Hall and Equus Claims Management Ltd.

DEFINITIONS

These Definitions apply wherever these words or phrases appear in this document 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

Covered Members / You / Your
means all categories of Gold, Gold Plus and Platinum Members of the Harry Hall One Club as detailed in this document.

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 Covered Member;

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

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

Endorsement(s)
means the document(s) detailing modifications made to the cover provided

Equine Activities
means the Covered Member's use, ownership or control of a Horse or a Horse Drawn Vehicle and their direct participation in local gymkhanas, hunting, unaffiliated dressage and jumping shows

Where a Covered Member is either a Gold Plus or Platinum Member, Equine Activities is extended to also cover events organised by or affiliated to those organisations agreed between the Master Insured and Insurer in writing, as published on the Harry Hall One Club website.

Equine Excluded Activities
means all activities other than those stated in Equine Activities. For the avoidance of doubt, such list of excluded activities includes but is not limited to rodeo, trick riding and lassoing of cattle unless stationary.

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 Covered Member 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 a Covered Member 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 Covered Member 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 grandparent(s), parent(s), any spouse or civil partner, dependent children (including foster children), step-children, and any other household members permanently residing at the same address

Gold Member
means a person holding any category of 'Gold' Membership of the Harry Hall One Club

Gold Plus Member
means a person holding any category of 'Gold Plus' Membership of the Harry Hall One Club

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

Insurer / We / Us / Our
means Equario Insurance (Guernsey) Limited

Master Insured
means Harry Hall International Limited

Master Policy
means the insurance contract between the Master Insured and the Insurer which describes the cover of which You benefit.

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 Cover
means the period stated in this document or any subsequent period which the Insurer agrees with the Master Insured

Platinum Member
means a person holding any category of 'Platinum' Membership of the Harry Hall One Club

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

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'.

CONDITIONS

1. Fraudulent Claims

If any claim You make 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 cover, or if any Damage be occasioned by Your wilful act or with Your connivance, the Insurer 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. The Insurer shall not be liable to provide an indemnity in respect of any act, event, claim, or incident after such date.

2. Claims (Action to be taken by You)

It is a condition precedent to any liability of the Insurer to make any payment under this cover 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 cover with full particulars of such Event

2) provide all additional information the Insurer 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 s 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

3. Claims (Conduct and Control)

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

The Insurer 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 Insurer's benefit any claim for indemnity or damages or otherwise.

The Insurer 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 Insurer may require.

4. 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 cover did not exist, then the cover afforded herein will be in excess of and will not contribute with such other insurance.

5. Claims (Discharge of Liability)

The Insurer may at any time at their sole discretion pay to You the Indemnity Limit applicable (less any sum or sums already paid in respect of or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled. 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.

6. Claims (Subrogation)

Any claimant under the cover shall at the request and expense of the Insurer 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.

7. Reasonable Precautions

You must take all reasonable precautions

1) to prevent any Event which may give rise to a claim
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.

8. Assignment

You shall not assign any of Your benefits described herein 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 document.

9. Harry Hall One Club Membership

It is a condition precedent to any liability of the Insurers to make any payment in respect of this cover that You comply with such Terms and Conditions and any Requirements of the Harry Hall One Club as may be amended from time to time including but not limited to selecting the correct level of membership based on the number of horses You own.

In the event that Your membership ceases for any reason then Your cover will also cease.

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 Cover 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

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

We will provide cover to each Covered Member in the same manner and to the same extent as if separate cover had been provided to each of them, provided that nothing shall increase Our liability to pay any amount exceeding the Limit of Liability, 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

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 membership

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

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 Cover

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 Cover, shall not exceed in the aggregate the amount stated as the Limit of Indemnity

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 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 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 cover.

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 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 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 Covered Members, 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 herein and shown as covered;

b) any liability arising out of any 'Data Protection' extension(s) to the extent that cover is expressly provided elsewhere herein and shown as covered;

Definitions

To the extent that a defined term is used which is neither defined in the underlying document 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.