

Attaching to and forming part of the Quotation/Renewal
Endorsement 025 – Amendment to Definitions, General Exclusions and Terrorism Extensions

Applicable to the whole policy

Applicable to the Definitions Section

The definition of Electronic Data is cancelled and replaced by the following:

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

The definitions of Denial of Service Attack, Hacking, Phishing, System and Virus or similar mechanism are cancelled and replaced by the following:

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **systems**.

Hacking

Unauthorised access to any **system** whether owned by **you** or not.

Phishing

Any access or attempted access to **data** or information made by means of misrepresentation or deception

System

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **systems**, **data** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Applicable to the General Exclusions Section

Exclusion 3 Terrorism and Extension 7 Data Exclusion are cancelled and replaced by the following:

3 Terrorism

This policy does not cover any damage, injury or liability directly or indirectly caused by, contributed to, by or arising from:

- a **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism** except as provided by:
 - i Section H - Liabilities
 - ii Section J – Terrorism (only operative if shown as included on the **Schedule**)

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any **damage, injury** or liability is not covered by this **policy**, the burden of proving that such **damage, injury** or liability is covered shall be upon **you**.

7 Electronic Risks

This policy does not cover any **damage**, injury or liability directly or indirectly caused by, contributed to by or arising from:

- c **damage** to any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where such **damage** is caused by programming or operating error by any person, acts of malicious persons, **virus**, **hacking**, **phishing**, **denial of service attack** or failure of any external network
- d loss, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, **data** whether or not caused by **hacking**
- e any misinterpretation, use or misuse of **data**
- f unauthorised transmission of **data** to any third party or transmission of any **virus**
- g **damage** to any other property directly or indirectly caused by, contributed to by or arising from **damage** described in a, b, c or d of this exclusion

but this shall not exclude accidental **damage** to insured property which results from a cover cause, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

Applicable to Section J - Terrorism

Section J - Terrorism is cancelled and replaced by the following:

Section J – Terrorism

(only operative if shown as included in the **Schedule**)

For the purposes of this Section, the following definitions apply:

Territorial Limits

England, Scotland and Wales, but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) nor Northern Ireland, the Isle of Man or the Channel Islands

In respect of any property insured under the **buildings**, trade contents, money, goods in transit or business interruption sections where cover is provided whilst in transit to territories outside England, Scotland and Wales, the Territorial Limits shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury

Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

The insurance

Notwithstanding anything stated herein to the contrary and in consideration of payment of the Terrorism Insurance Premium and its Insurance Premium Tax specified in the Appendix to the Terrorism Section, **we** will indemnify **you** in respect of:

- a **damage** to the property insured as shown on the **schedule** under the **Buildings**, Trade Contents, Money, Goods in Transit or Business Interruption Sections
- b loss resulting from interruption to or interference with the **business** as a result of such **damage** insured under paragraph a above, only to the extent of the items insured as shown on the Schedule under the Business Interruption Section and Book Debts Section

within the **territorial Limits** caused by **terrorism** occurring during the **period of insurance** provided that:

- a in any action suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this extension the burden of proving that such **damage** is covered will be upon **you**
- b this extension is not subject to any of the exclusions specified in this policy other than as specified in exclusions i to vii of this extension
- c this extension is subject to all the terms and conditions of this policy unless otherwise specified in this extension
- d **our** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one **period of insurance** will not exceed the sums insured or limits shown on the **schedule** in respect of insured property or as otherwise specified in the policy.

We will not pay for:

- i **damage** to any **building** or property therein insured under this policy, in the name of an individual or individuals, which is occupied as a private residence or any part thereof which is so occupied except as

- expressly varied in exclusions ii and iv of this extension
- ii **damage** to blocks of flats and/or private dwelling houses or property therein insured under this policy, in the name of an individual or individuals, (other than where such individuals are sole traders, partners in an unincorporated business partnership, trustees or executors of a will (or beneficiaries of such trust or will) and provided they do not occupy any part of the property for their own residential purposes)
 - iii **damage** to any **building** or property therein insured under this policy, in the name of an individual or individuals (where such individuals are trustees or executors of a will or beneficiaries of such trust or will), which is occupied as a private residence where any part of the **building** is occupied by such individuals except as expressly varied in exclusion iv of this extension
 - iv **damage** to any **building** or property therein comprising mixed commercial and residential usage which is insured under this policy, in the name of an individual or individuals, and/or owned and/or occupied in any part by such individual or individuals unless the commercially occupied proportion of the **building** is more than 20%
 - v chemical, biological or radioactive contamination defined as any losses whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:
 - a the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - b ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
 - c chemical, biological or radiological irritants, contaminants or pollutantsin respect of properties occupied as a private residence or any part thereof which is so occupied and/or property therein insured under this policy, in the name of an individual or individuals, except where such properties are insured for **terrorism** under this extension by virtue of the variations to exclusions ii or iv of this extension
 - vi riot, civil commotion, war and allied risks defined as any loss whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - vii remote digital interference defined as any losses whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from:
 - a **damage** to any **system**, or
 - b any alteration, modification, distortion, erasure or corruption of **data**whether owned by **you** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus** or **hacking** or **phishing** or **denial of service attack**.

Proviso to exclusion vii

- 1 **We** will pay for the cost of reinstatement, replacement or repair in respect of **damage** to insured property
- 2 **We** will pay for loss of **rent receivable** as a result of interruption of or interference with the **business** as a direct result of either:
 - a **damage** to insured property, or
 - b **damage** to other property within one mile of the insured property by **terrorism** which prevents or physically hinders the use of or access to the insured property
- 3 **Our** liability for any loss under items 1 and 2 of this proviso (which would otherwise fall within exclusion vii of this extension) is on the condition that such loss:
 - i results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **damage** to or movement of **buildings** or structures, plant or machinery other than any **system**, and
 - ii is not proximately caused by **terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- 4 If the **damage** to insured property indirectly results from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of one or more of the causes listed in item 3 i of this proviso results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, **we** will pay **you** in accordance with items 1 or 2 of this proviso.

- 5 **We** will not pay for any losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** other than under item 4 of this proviso.

For the purposes of this proviso only, the definition of property excludes **data**, money, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatsoever.

Condition to Section J – Terrorism

If this policy is subject to any Long Term Agreement or Undertaking it does not apply to this extension.

Condition Precedent to Liability to Section J - Terrorism

It is a condition precedent to **our** liability to pay claims that:

- a **you** have purchased cover in respect of **terrorism** from a Pool Reinsurance Company Limited member company in respect of all property and premises owned by **you** or for which **you** are responsible and that are eligible for such cover. A list of Pool Reinsurance Company Limited member companies is available via the Pool Re website
- b the Treasury has issued a certificate certifying that **terrorism** is the cause of the loss or **damage** or, if the Treasury has refused to issue a certificate, a tribunal formed by agreement between **us** and Pool Reinsurance Company Limited concludes that **terrorism** was the cause of the loss or **damage**.

For the purposes of this condition, property and premises owned by **you** or for which **you** are responsible includes those pertaining to subsidiary companies unless such subsidiary has full control over its own insurance arrangements.