

CYBER COVER  
POLICY BOOKLET



GET BACK TO  
BUSINESS AS USUAL

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# Cyber Cover Policy

NIG policies are underwritten by U K Insurance Limited. The Company will provide the insurance described in this Policy (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance, which consists of individual Sections. The Policy should be read in conjunction with the Schedule which confirms the Sections the Insured is covered for.

# General Definitions

These definitions apply to this Policy. In addition, other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

## Business

The business as stated in the Schedule.

## Business Hours

The period during which the Premises are actually occupied by the Insured and/or Employees for the purposes of the Business.

## Company

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

## Damage

Accidental loss, destruction or damage.

## Insured

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, named in the Schedule.

## Period of Insurance

- a The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
  - b any subsequent period,
- for which the Insured shall pay and the Company shall agree to accept the Insured's premium.

## Policy

This policy including the Sections and the Schedule, all of which should be read together as one contract.

## Premises

Premises occupied by the Insured for the purposes of the Business.

## Schedule

The schedule applicable to this Policy.

## Sum Insured

The sum insured as stated in the Schedule unless otherwise stated in this Policy.

# General Conditions

**These Conditions apply to this Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Fair Presentation of the Risk

- a** The Insured has a duty to make to the Company a fair presentation of the risk before:
  - i** the inception of this Policy;
  - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
  - i** deliberate or reckless, the Company may:
    - a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 4 b) by notice to the Insured in writing at the Insured's last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii** neither deliberate nor reckless and the Company would not have:
    - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, the Company may treat this Policy as if the alteration was never made, but in that event the Company:
      - i** will return any extra premium paid; or
      - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
 The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
    - b** entered into this Policy on any terms, the Company may avoid this Policy and refuse all claims but will return any premiums paid; or

- iii** neither deliberate nor reckless and the Company:
  - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if the Company so requires; and
  - b** in respect of an alteration made to this Policy:
    - i** would have agreed to the alteration, but would have charged an increased premium by more than the Company did or (in the case of an unchanged premium) would have increased the premium, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
 The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that the Company would have charged;
    - ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and the Company would have increased the premium, would not have reduced the premium, or would have reduced it by less than it did, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
 The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if the Company would not have changed it, and otherwise the increased or (as the case may be) reduced total premium the Company would have charged.
  - c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the Company may reduce proportionately the amount to be paid on a claim.

The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** The Company shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by the Company), in relation to a breach of the duty to make to the Company a fair presentation of the risk.

## 2 Reasonable Precautions

It is a condition precedent to the liability of the Company that the Insured must:

- a** take all reasonable precautions to prevent or minimise loss, destruction, damage, accident or injury;
- b** maintain the Premises, machinery, equipment and furnishings in a good state of repair;
- c** exercise care in the selection and supervision of Employees; and
- d** comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

## 3 Change of Risk or Interest

- a** It is a condition precedent to the liability of the Company that the Insured shall immediately notify the Company if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with:
  - i** Extension A Extra Hardware under Sub-Section 5 (Hardware) of Section 1 of this Policy; or
  - ii** General Condition 1,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b** This Policy shall cease to be in force if:
  - i** the Insured's interest in the Business ends, other than by death; or
  - ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by the Company.

## 4 Cancellation

### a Cancellation Rights of the Insured

- i** This Policy may be cancelled by the Insured within 14 days of receipt of this Policy (this is known as the "cooling off" period). If the Insured elects to cancel within this period they must return all policy documentation to their broker, intermediary or agent, who must return such documentation to the Company and the Company will refund the full amount of premium paid by the Insured. If a claim has been made or an incident notified to the Company that could give rise to a claim during the "cooling off" period, this Policy will be treated by the Company as in force and no refund of premium will be made.
- ii** If the Insured elects to cancel this Policy after the "cooling off" period has expired but still during any Period of Insurance, they must give 14 days' notice in writing to their broker, intermediary or agent. The Insured will be entitled to a proportionate refund of premium based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance when no refund of premium for the Period of Insurance will be made.
- iii** Where the Insured pays premiums by instalments, any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

### b Cancellation Rights of the Company

- i** The Company may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days' notice in writing to the Insured at the Insured's last known address.
- ii** If the Company cancels this Policy then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.
- iii** Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.

## 5 Instalments

- a** Notwithstanding General Condition 4 b, where the premium under this Policy is payable by instalments and the Insured fails to pay one or more instalments, the Company may cancel this Policy by giving 7 days' notice in writing to the Insured at the Insured's last known address.
- b** Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to the Insured will be calculated by the Company in accordance with the process set out in General Condition 4 above. The calculation made by the Company will be final and binding.

## 6 Choice of Law

The Insured and the Company may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply. The Company has supplied this Policy and other information to the Insured in English and the Company will continue to communicate with the Insured in English.

## 7 Contracts (Rights of Third Parties) Act 1999

A person or company who is 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.

## 8 Survey and Risk Improvement

It is a condition precedent to the liability of the Company that:

- a** if required by the Company, the Company will be allowed access to the Premises to carry out surveys either:
  - i** after inception of this Policy;
  - ii** prior to or post renewal of this Policy; or
  - iii** the date the Company confirms cover in respect of an alteration made to this Policy;
- b** the Insured will in respect of such survey:
  - i** supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey;
  - ii** co-operate fully with the Company during the visit on the agreed date(s); and
  - iii** implement any risk improvement requirements set out in a risk improvement report forwarded after survey to the Insured by the Company, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this Policy.

The Company reserves the right to amend terms, definitions, conditions, clauses, exclusions and premium, of this Policy, or withdraw cover under this Policy if the Insured fails to comply with any of the above. If the Company exercises any of the above options the Company will advise the Insured in writing confirming the action being taken.

## 9 Fire Extinguishing Appliances

It is a condition precedent to the liability of the Company that fire extinguishing appliances at the Premises are to be kept in efficient working order and maintained according to manufacturer's guidelines.

## 10 Sanctions, Prohibitions or Restrictions

The Company will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Claims Conditions

**These Conditions apply to this Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy.

## 2 Action by the Insured

It is a condition precedent to the liability of the Company that the Insured shall:

- a** immediately notify the Company on the happening of any incident which could result in a claim under this Policy and immediately send to the Company every relevant document relating to any impending prosecution, inquest or fatal accident enquiry or civil proceedings;
- b** immediately notify the Company of, and deliver to the Company at the Insured's own expense, a claim with such detailed particulars and proofs as may reasonably be required by the Company and (if demanded by the Company) a statutory declaration of the truth of the claim and any matters connected therewith, within:
  - i** 7 days of the event giving rise to the claim, in the case of loss, destruction or damage, caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
  - ii** 30 days of the event giving rise to the claim in the case of any other claim, or such further time as the Company may allow; and

notwithstanding items **b i** and **ii** above, the Insured shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the Insured relating to such claim on receipt and in respect of any claim or circumstance, relating to a claim being made against them under Sub-Section 2 (Cyber Liability) of Section 1: Computer and Cyber, of this Policy, the Insured shall record all information relating to such claim;

- c** give immediate notification to the police in respect of:
  - i** vandalism;
  - ii** theft or any attempt thereat; or
  - iii** loss of money by any cause whatsoever, in relation to this Policy; or
  - iv** any other incident or circumstance relating to criminal activity that may result in a claim being made under Section 1: Computer and Cyber, of this Policy.
- d** make no admission of liability or offer, promise or payment or provide any services on behalf of the Company without the written consent of the Company (or HSB Engineering Insurance Limited for a claim under Section 1: Computer and Cyber of this Policy);
- e** take all reasonable action to minimise any interruption or interference with the Business and to prevent further damage or other loss covered by this Policy;
- f** fully co-operate and produce to the Company such books of account or other business books or documents or such other proofs, as may reasonably be required by the Company for investigating or verifying the claim; and
- g** in respect of Damage to the property insured under Section 1: Computer and Cyber, of this Policy, discontinue use of any damaged property unless the Company authorises otherwise until such property has been repaired to the satisfaction of the Company. Any damaged items including parts that are replaced and any other evidence relating to the claim, shall be kept for inspection by the Company.

## 3 The Rights of the Company

The Company shall be entitled:

- a** on the happening of any loss, destruction or damage, in respect of which a claim is made under this Policy, and without thereby incurring any liability or diminishing any of the Company's rights under this Policy, to enter, take or keep possession of the premises where such loss, destruction or damage has occurred and to take possession of, or require to be delivered to the Company any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;

- b** at its discretion to take over and conduct in the name of the Insured, or any other person, the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy, and the Insured shall give all information and assistance required by the Company; and
- c** to any property for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances of such property as may be reasonably required, but the Insured shall not be entitled to abandon any property to the Company.

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy, the Company:

- a** shall not be liable to pay the claim;
- b** may recover from the Insured any sums paid by the Company to the Insured in respect of the claim; and
- c** may (notwithstanding the references to notice period and the refunding of premiums in General Condition 4 b) by notice to the Insured in writing at the Insured's last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i** refuse all liability to the Insured under this Policy in respect of any event that gives rise to the liability of the Company occurring after the time of the fraudulent act; and
  - ii** retain any premiums paid under this Policy.

#### 5 Subrogation

The Company shall be subrogated to the rights of recovery of the Insured against any third party. Accordingly, it is a condition precedent to the liability of the Company that any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for the Company to enforce any rights against any other party in the name of the Insured before or after any payment is made by the Company.

#### 6 Other Insurances

Unless otherwise stated in this Policy:

- a** if at the time of any incident, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by or on behalf of the Insured applicable to such incident, loss, destruction or damage, the liability of the Company shall be limited to its rateable proportion thereof; and
- b** if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then the liability of the Company hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

#### 7 Arbitration

If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration under this Condition, the making of an award will be a condition precedent to any right of action against the Company.

# General Exclusions

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.

## This Policy does not cover

### 1 War, Government Action and Terrorism

- a loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
  - i War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii civil commotion in Northern Ireland,
 except to the extent stated in Section 2: Terrorism, of this Policy, where insured;
- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
  - i War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii civil commotion in Northern Ireland.

For the purpose of this General Exclusion:

**War** shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

**Government Action** shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

**Terrorism** shall mean any act or acts of any person or 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 and/or the threat thereof, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings, where the Company alleges that, by reason of this General Exclusion as far as it relates to Terrorism, any loss, destruction or

damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction, damage, expense or costs is covered shall be upon the Insured.

### 2 Sonic Bangs

loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 3 Radioactive Contamination

loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 4 Pollution or Contamination

loss, destruction or damage, caused by pollution or contamination, except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- a pollution or contamination which itself results from a Defined Peril; or
- b a Defined Peril which itself results from pollution or contamination.

For the purposes of this General Exclusion, Defined Perils are:

fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank or apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

## 5 Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b** media or systems used in connection with anything referred to in **a** above,

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii** the operation of any command or logic which has been programmed or incorporated into anything referred to in **a** and **b** above.

In respect of Sub-Sections 5: Hardware and 6: Data Corruption and Extra Costs of Section 1: Computer and Cyber, of this Policy, this Exclusion shall not exclude subsequent Damage not otherwise excluded from this Policy which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water or oil from any tank or apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

## 6 Infectious or Contagious Disease

- a** loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom; or
- b** any other losses, costs or expenses whatsoever; or
- c** any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or in any way arising from infectious or contagious disease and/or the fear or threat (actual or perceived) of infectious or contagious disease.

In this General Exclusion, the expression “infectious or contagious disease” shall mean any such disease whatsoever without limitation based upon its nature or characteristics (including, without limitation, the nature of any infective agent, any means of infection or transmission and/or any effects of the disease).

This General Exclusion shall not apply to Section 2: Terrorism, of this Policy.

# Section 1: Computer and Cyber

**Claims under this Section of the Policy are administered and managed on NIG's behalf by HSB Engineering Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**

## Making a Claim

When making a claim, it is very important that all of the requirements of the Policy are met – particularly Claims Condition 2 Action by the Insured. If they are not met, then the Company may not pay part or all of the claim.

Claims under this Section should be reported to HSB Engineering Insurance Limited at:

Claims Department  
HSB Engineering Insurance Limited  
Chancery Place  
50 Brown Street  
Manchester M2 2JT

Phone: +44 (0)330 100 3432

Email: [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)

## Definitions

**The definitions which apply to this Section are in addition to the General Definitions.**

### Act of Terrorism

For the purpose of this Section, this shall mean:

An act or threat by any person or group (whether acting alone or in connection with any organisation or government) commits for political, religious, ideological or similar purposes, including to influence any government or frighten the public.

### Business Income

- a** the amount of net income (profit or loss before income tax) which the Insured would have earned after the Time Excess if the Cyber Event or Prevention of Access had not happened; and
- b** normal operating expenses that continue, including ordinary payroll.

### Computer Equipment

All electronic equipment used for the storage and communication of electronically processed data, including peripheral devices, interconnecting wiring, fixed disks, telecommunications equipment, computerised telephone systems, electronic access equipment, point of sale systems and software and programs used to process data, but not including:

- a** Portable Equipment;
- b** Electronic Office Equipment;
- c** equipment controlling manufacturing processes, or forming part of machinery; or
- d** equipment held as stock or which the Insured have manufactured and is intended for sale or repair in the course of the Business,

unless otherwise specified in the Schedule.

### Computer System

Hardware, Data, computer networks, websites, intranet and extranet sites.

### Computer Virus

Any malware, program code or programming instruction designed to have a damaging effect on a Computer System.

### Cyber Attack

Computer Virus, Hacking or Denial of Service Attack which is not just targeted at the Insured and the Insured's Computer System.

### Cyber Event

- a** loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of Data;
- b** Damage to websites, intranet or extranet sites;
- c** Damage or disruption caused by Computer Virus, Hacking or Denial of Service Attack; or
- d** failure of or variation in the supply of electricity or telecommunications networks owned and operated by the Insured,

affecting the Insured's Computer System, or the Computer System of a Service Provider or customer of the Insured.

### Damage

For the purpose of this Section, this shall mean:

Total or partial loss, damage, destruction, breakdown or corruption.

### Damages

- a** financial compensation the Insured have to pay, except for fines, penalties, liquidated damages (agreed damages or penalties the Insured have to pay under contract), punitive or exemplary damages (extra damages to punish the Insured) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- b** third parties' costs and expenses the Insured have to pay as a result of a claim being brought against them.

## Data

Facts, concepts, information, ideas, text, recordings and images, which are converted to a form which can be processed by Hardware, but not including software and programs.

### Data Privacy Obligations

Legal obligations relating to securing, managing and preventing unauthorised access or use of Data, and arising under:

- a** relevant data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of Personal Data which are in force at the time of the Occurrence;
- b** guidance from the Information Commissioner's Office or similar organisations worldwide;
- c** the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information; or
- d** privacy statements and confidentiality agreements.

### Defence Costs

Costs and expenses the Company agree to in writing for investigating, settling or defending a claim against the Insured.

### Denial of Service Attack

A malicious and unauthorised attack which overloads any Computer System.

### Directors and Officers

Directors, officers, principals, partners or members while they are employed by the Insured and under their control in connection with the Business.

### Electronic Office Equipment

Photocopiers, fax machines, shredders, addressing machines, franking machines, televisions and associated equipment, DVD and CD recorders and players, video and audio conferencing and projection equipment and associated software and programs.

### Employee

For the purpose of this Section, this shall mean any:

- a** person employed, borrowed or hired by the Insured, including apprentices;
- b** labour master or labour-only subcontractor (or a person supplied by any of them);
- c** self-employed person;
- d** person taking part in any government or otherwise authorised work experience, training, study, exchange or similar;

**e** person doing voluntary work for the Insured; or

**f** person supplied to the Insured under a contract or agreement which states that they are in the Insured's employment,

when they are working for the Insured in connection with the Business, but not including the Directors and Officers.

### Hacking

Unauthorised or malicious access to any Computer System by electronic means.

### Hardware

Computer Equipment and Portable Equipment and Electronic Office Equipment shown in the Schedule.

### Indemnity Period

The period during which the Insured suffers a loss of Business Income or have to pay extra costs, starting on the date of the Cyber Event, Damage to Hardware or Prevention of Access and ending no later than the last day of the Indemnity Period shown in the Schedule.

### Insured Location

- a** in respect of Hardware: The Premises.
- b** in respect of Portable Equipment: Anywhere in the world.

### Limit of Liability

The Limit of Liability shown in the Schedule being the most the Company will pay for claims arising from one Occurrence, regardless of the number of people or organisations insured by this Policy.

### Occurrence

One event or a series of events arising out of or in connection with the same cause, source or event.

### Personal Data

Information which could identify a person or allow identity theft or other fraud to take place.

### Portable Equipment

Laptops, palmtops, notebooks and tablet computers, removable satellite-navigation systems, digital cameras and smartphones and associated software and programs.

### Prevention of Access

Prevention of access to, or use of, the Insured's Computer System as a result of a public or police authority using its powers to protect property following physical damage caused by fire, lightning, explosion or aircraft and other aerial devices, to property within one mile of the Premises.

### Service Provider

A business that the Insured have hired under a written contract to perform services on their behalf in connection with the Business.

### Sum Insured

The amount shown as the Sum Insured in the Schedule.

### Territorial limits

The United Kingdom, Channel Islands and the Isle of Man.

## Sub-Section 1 – Cyber Crime

**Cover under this Sub-Section only applies if shown as operative in the Schedule.**

The Company will indemnify the Insured for the following which arise during the Period of Insurance:

- a Financial loss following Hacking that results in fraudulent input, destruction or modification of Data in the Insured's Computer System, or the Computer System of the Insured's Service Provider:
  - i leading to:
    - a money being taken from any account;
    - b goods, services, property or financial benefit being transferred; or
    - c any credit arrangement being made, but excluding Hacking by Directors and Officers or Employees; or
  - ii resulting from the Insured transferring funds from their account to that of a third party as a direct result of a fraudulent electronic communication, as long as the Insured have not received any benefit in return, and the Insured cannot recover the loss from a financial institution or other third party.
- b The cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.
- c The Insured's liability to make any payment to their telephone service provider as the result of Hacking into the Insured's Computer System.
- d The cost of employing specialist support to verify that a threat is genuine and to help the Insured to respond, and with the Company's written agreement, make the payment of a ransom demand, if anyone has or threatens to:
  - i cause Damage to or disrupt the Insured's Computer System by introducing a Computer Virus, or to initiate a Hacking attack or Denial of Service Attack against the Insured;

- ii release, publish, corrupt, delete or alter Data from the Insured's Computer System if this would cause them commercial or financial harm or damage their reputation; or
- iii fraudulently or maliciously use the Insured's Computer System to cause a loss to the Insured or a third party, as long as the Insured can demonstrate that they have good reason to believe that the threat is not a hoax and they have reported it to the police.

Provided that the most the Company will pay for each Occurrence under this Sub-Section is the Sum Insured shown for Sub-Section 1 under Section 1 in the Schedule, regardless of the number of people or organisations insured by this Policy. If the Occurrence is the result of a Cyber Attack, the liability of the Company shall not exceed the 'Cyber Attack Limit' stated in and explained in Condition 2: Cyber Attack Limit applicable to this Section of the Policy.

## Exclusion

**The Company shall not be liable under this Sub-Section for:**

- 1 any financial loss resulting from actual or alleged fraudulent use of a credit card or debit card; or
- 2 any financial loss resulting from a fraudulent application for credit or the provision of false details in applying for credit or opening an account with the Insured.

Certain further exclusions apply to this Sub-Section as stated at the end of this Section.

## Sub-Section 2 – Cyber Liability

**Cover under this Sub-Section only applies if shown as operative in the Schedule.**

**For the purposes of this Sub-Section, the definition of Insured shall extend to include Employees and Directors and Officers.**

The Company will indemnify the Insured for Damages and Defence Costs arising from a claim first made against the Insured during the Period of Insurance, and in the course of the Business, as a result of the following:

- a The Insured or their Service Provider failing to secure, or prevent unauthorised access to, publication of or use of Data (including any interference with any right to privacy or publicity, breach of confidence or the Insured's Data Privacy Obligations).

- b** The Insured unintentionally transmitting, or failing to prevent or restrict the transmission of, a Computer Virus, Hacking attack or Denial of Service Attack from their Computer System to a third party.
- c** Loss of reputation (including that of a product) or intellectual property rights being broken, limited or undermined as a result of:
  - i** the content of any emails distributed by the Insured's Computer System;
  - ii** the content of the Insured's website;
  - iii** online promotional marketing material; or
  - iv** other Data processed or distributed by the Insured's Computer System.

Provided that:

- i** the most the Company will pay for all claims arising out of one Occurrence under this Policy will be the Limit of Liability shown under Sub-Section 2 of Section 1 in the Schedule plus any limits shown below in the Extensions to this Sub-Section, regardless of the number of claims or claimants. If the Occurrence is the result of a Cyber Attack, the amount the Company will pay may be limited by the 'Cyber Attack Limit' stated in and explained in Condition 2: Cyber Attack Limit applicable to this Section of the Policy; and
- ii** for any and all claims arising out of any one Occurrence, the Company may pay the full Limit of Liability that applies to that Occurrence. When the Company has paid the full Limit of Liability for claims arising out of any one Occurrence, the Company will not pay any further amounts for claims arising from the same Occurrence or for associated Defence Costs arising after the Company pays the full Limit of Liability; and
- iii** any Defence Costs payable by the Company will be within, and not on top of, the Limit of Liability.

## Extensions

The insurance provided by this Sub-Section extends to include the following:

### A Court Attendance

If the Insured is asked by the Company to attend court as a witness in connection with a claim made against them, provided the claim is covered under this Sub-Section, the Company will pay compensation to the Insured at the following rates per day on which attendance is required:

- |                                 |      |
|---------------------------------|------|
| <b>a</b> Directors and Officers | £100 |
| <b>b</b> Employee               | £50. |

### B Fines and Penalties

Following a claim against the Insured, the Company will pay fines, penalties, liquidated Damages (agreed damages or penalties the Insured have to pay under a contract) and Defence Costs which the Insured becomes legally obliged to pay as the result of them not keeping to their Data Privacy Obligations up to £25,000 any one Occurrence.

Provided that the Company will not be liable under this Extension for fines and penalties which cannot be insured against by law.

### C Removing Data

The Company will pay the cost of withdrawing or removing Data from the internet or other source available to the public, as long as that would avoid or reduce a claim against the Insured.

Provided that the Company's liability under this Extension shall not exceed £10,000 in respect of any one Occurrence.

### D Further Extensions

Certain further Extensions apply to this Sub-Section as stated at the end of this Section.

## Conditions

The following Conditions apply to this Sub-Section.

### 1 Protecting Data

The Insured must make sure that the appropriate procedures are in place for disposing of and destroying Hardware and hard copy files in order to protect Data.

### 2 Further Conditions

Certain further Conditions apply to this Sub-Section as stated at the end of this Section.

## Exclusions

The Company shall not be liable under this Sub-Section for any Damages, liability, expense or Defence Costs arising from:

- 1** any claim brought against the Insured by:
  - a** another person named as Insured in the Schedule;
  - b** any parent or subsidiary companies of the Insured; or
  - c** any company which the Insured is a director, officer, partner or employee of and has a financial interest in.

This Exclusion does not apply to Personal Data relating to Employees or Directors and Officers, as long as any benefit they receive is no more than any third party would receive;

- 2 defamatory or disparaging statements or publications made deliberately or recklessly if a reasonable person could anticipate that the statements could result in a claim against the Insured;
- 3 the Insured failing to keep to any obligation they have to their Employees or Directors and Officers, unless this is specifically insured by this Policy after the Insured's Data Privacy Obligations have not been met;
- 4 any mistakes in financial statements or representations concerning the Insured's Business;
- 5 the Insured actually or allegedly breaking any taxation, competition, restraint of trade, competition or anti-trust law or regulation;
- 6 any patent being infringed (broken, limited or undermined) without the patent holder's permission; or
- 7 any goods, products or software the Insured has sold, supplied, manufactured, constructed, installed, maintained, repaired, altered or treated, or any inadequate or incorrect advice or services the Insured has provided.

Certain further Exclusions apply to this Sub-Section as stated at the end of this Section.

### Sub-Section 3 – Data-Breach Expense

Cover under this Sub-Section only applies if shown as operative in the Schedule.

**For the purposes of this Sub-Section, the definition of Insured shall extend to include Employees and Directors and Officers.**

If, during the Period of Insurance, the Insured discover that they have failed to keep to their Data Privacy Obligations in the course of their Business, the Company will pay for the following:

- a The cost of hiring professional legal and forensic information-technology services to investigate and tell the Insured how they should respond.
- b The cost of informing affected parties, the data privacy regulator and other relevant third parties or organisations worldwide.
- c The cost of providing the following support services to affected parties as the result of the Insured failing to keep to their Data Privacy Obligations:
  - i Credit file monitoring, identity theft assistance and helping affected parties to correct their credit records and take back control of their personal identity.
  - ii Providing a helpline to respond to enquiries after informing affected parties.

These support services will only be provided for 12 months, and only if:

- a the Data Privacy Obligations the Insured has failed to keep to relate to Personal Data; or
- b the Insured provides the relevant service under their Data Privacy Obligations.
- d Public-relations and crisis-management expenses, if the Company has agreed in writing, for communicating with the media, the Insured's customers and the public to minimise damage to brands and Business operations, and any damage to the Insured's reputation.

The liability of the Company will not exceed in respect of each Occurrence the Sum Insured shown under Sub-Section 3 of Section 1 in the Schedule plus any limits shown below in the Extensions to this Sub-Section, regardless of the number of people or organisations insured by this Policy. If the Occurrence is the result of a Cyber Attack, the amount the Company will pay may be limited by the 'Cyber Attack Limit' stated in and explained in Condition 2: Cyber Attack Limit applicable to this Section of the Policy.

### Extensions

**The insurance provided by this Sub-Section extends to include the following:**

#### A Security Audit

If the failure to keep to Data Privacy Obligations insured by this Sub-Section resulted from security weaknesses in the Insured's Computer System, the Company will pay the cost of a professional consultant carrying out an audit of the Insured's Computer System to assess the security weaknesses and advise the Insured on how to make improvements.

Provided that the most the Company will pay under this Extension shall not exceed £10,000 in respect of any one Occurrence.

#### B Further Extensions

Certain further Extensions apply to this Sub-Section as stated at the end of this Section.

### Conditions

**The following Conditions apply to this Sub-Section.**

#### 1 Protecting Data

The Insured must make sure that the appropriate procedures are in place for disposing of and destroying Hardware and hard copy files in order to protect Data.

## 2 Further Conditions

Certain further Conditions apply to this Sub-Section as stated at the end of this Section.

## Exclusions

**The Company shall not be liable under this Sub-Section for:**

- 1 the cost of restoring and recreating Data; or
- 2 the cost of correcting any failings in procedures, systems or security.

Certain further Exclusions apply to this Sub-Section as stated at the end of this Section.

## Sub-Section 4 – Cyber Event – Loss of Business Income

**Cover under this Sub-Section only applies if shown as operative in the Schedule.**

The Company will indemnify the Insured for loss of Business Income during the Indemnity Period resulting from a Cyber Event or Prevention of Access which is discovered during the Period of Insurance.

Provided that:

- i the Company's liability in respect of each Occurrence will not exceed the Sum Insured shown under Sub-Section 4 of Section 1 in the Schedule plus any limits shown below in the Extensions to this Sub-Section, regardless of the number of people or organisations insured by this Policy. If the Occurrence is the result of a Cyber Attack, the amount the Company will pay may be limited by the 'Cyber Attack Limit' stated in and explained in Condition 2: Cyber Attack Limit applicable to this Section of the Policy.
- ii the amounts the Company will pay under this Sub-Section will be based on the Insured's Business Income during the 12 months before the Cyber Event or Prevention of Access, as recorded in the Insured's accounts. The Company will make adjustments to reflect trends and circumstances which may affect the Business Income, or which would have affected the Business Income whether or not the Cyber Event or Prevention of Access had happened.

## Extensions

**The insurance provided by this Sub-Section extends to include the following:**

### A Accountants' Fees

The Company will pay the cost of the Insured providing the information the Company needs to work out the amount they should pay as a result of:

- i extra staffing costs; and
- ii extra fees charged by the Insured's usual auditors or accountants,

up to a maximum amount of £50,000 any one Occurrence.

### B Further Extensions

Certain further Extensions apply to this Sub-Section as stated at the end of this Section.

## Exclusions

**The Company shall not be liable under this Sub-Section for:**

- 1 any loss of Business Income caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by the Insured.

This Exclusion shall not apply to loss of Business Income caused by or resulting from physical damage, if otherwise insured by this Section, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure; or

- 2 loss of Business Income or any other cost arising during the Time Excess.

Certain further Exclusions apply to this Sub-Section as stated at the end of this Section.

## Sub-Section 5 – Hardware

**Cover under this Sub-Section only applies if shown as operative in the Schedule.**

The Company will indemnify the Insured for Damage to the Hardware described in the Schedule owned, hired, leased or rented, by the Insured provided that the Damage occurred during the Period of Insurance and whilst at an Insured Location.

Where there is more than one Premises insured, the Sums Insured stated in the Schedule shall apply in the aggregate to the property collectively described under this Sub-Section.

The Company will either repair or replace the Hardware which has suffered Damage or, at its option, make a payment to the Insured for the value of the Hardware. The Company will pay to repair or replace (as new) with Hardware of the same capacity or performance. If Hardware of the same capacity or performance is no longer available, the Company will pay to repair or replace with the nearest higher equivalent.

Where necessary, replacement Hardware will be provided by, and be capable of being supported by, any existing supplier, maintenance contract or software and system-support agreement.

If Hardware is not being repaired or replaced, the Company has the right to pay no more than the value of the Hardware immediately before the Damage, after making allowance for fair wear and tear.

The most the Company will pay for each Occurrence is the Sum Insured for each item stated in Sub-Section 5 of Section 1 in the Schedule plus any limits stated below in respect of the Extensions applicable to this Sub-Section, regardless of the number of people or organisations insured by this Policy. If the Occurrence is the result of a Cyber Attack, the amount payable by the Company may be limited by the 'Cyber Attack Limit' stated in and explained in Condition 2: Cyber Attack Limit applicable to this Section of the Policy.

### Extensions

**The insurance provided by this Sub-Section extends to include the following:**

#### A Extra Hardware

The Sum Insured shown in the Schedule for Sub-Section 5 of Section 1 is automatically increased by £500,000 to include any Hardware which the Insured acquires during the Period of Insurance either at the Premises or at any new premises owned, leased or occupied by the Insured within the Territorial Limits for which the Insured has accidentally failed to notify the Company.

#### B Extra Hire or Lease Cost

If the Company has agreed to pay for Damage to Hardware, the Company will pay for the following:

- a extra hire, lease or rental costs arising out of changes to or replacement of an existing hire, lease or rental agreement. Any payment the Company make under this Extension will end:
  - i when the hire, lease or rental agreement in force at the time of the Damage ends; or
  - ii 12 months after the date of the Damage, whichever comes first.
- b continuing hire, lease or rental costs which the Insured is legally liable to pay.
- c the cost of payments the Insured has to continue paying, under any extended warranty, maintenance contract or repair-service agreement, for Hardware which has been damaged and is no longer in use. Any payment the Company makes under this Extension will end:
  - i when the warranty, maintenance contract or repair-service agreement ends; or
  - ii 12 months after the date of the Damage, whichever comes first.
- d the cost to the Insured of any unused parts of any non-refundable extended warranties, maintenance contracts or repair-service agreements for Hardware which has been damaged and is no longer in use.

The maximum amount payable under this Extension shall not exceed £25,000 in total and in the aggregate in respect of any one Occurrence.

#### C Fire Brigade Charges

If the Company has agreed to pay for Damage, the Company will pay for the charges the Insured has to pay for the fire service, or any other organisation responsible for protecting the public, attending the Premises up to a maximum of £50,000 any one Occurrence.

#### D Gas-Flooding Systems

The Company will pay for the cost of refilling or replacing the cylinders of any gas-flooding system set off accidentally at the Premises, and also the cost of cleaning up and repairing Damage to any property up to a maximum of £100,000 any one Occurrence.

### E Incompatibility

If the Company has agreed to pay for Damage to Hardware, the Company will pay the extra cost of modifying the Insured's Computer System if replacement parts or software are incompatible with it.

Provided that the liability of the Company under this Extension shall not exceed £100,000 any one Occurrence.

### F Recovery of Hardware

If the Company agrees in writing, the Company will pay for the cost of investigating and recovering lost or stolen Hardware which contains Data that may result in the Insured being prosecuted, the Insured's reputation being damaged, or the Insured suffering a financial loss as the result of loss or publication of that Data.

Provided that the liability of the Company under this Extension shall not exceed £10,000 any one Occurrence.

### G Security Guard Costs

If the Company has agreed to pay for Damage to Hardware, the Company will also pay for the costs incurred by the Insured in employing temporary security guards at the Premises which the Insured owns, leases or occupies up to a maximum amount of £25,000 any one Occurrence.

Provided that:

- i the Company is satisfied that security guards are needed to protect Hardware; and
- ii the security guards are members of the International Professional Security Association (IPSA).

If security guards are needed for more than seven days, the Company must agree to this in writing.

### H Temporary Removal

The Company will pay for Damage to Hardware while it is temporarily removed to, or being transported to, any other location anywhere in the world.

Provided that the liability of the Company under this Extension shall not exceed £100,000 any one Occurrence.

### I Trace and Access

The Company will pay the cost of finding the point where any substances which have caused, or would cause, Damage to Hardware have escaped from. The Company will also pay the cost of repairing floors, walls and ceilings damaged in the course of the investigation.

Provided that the liability of the Company under this Extension shall not exceed £25,000 any one Occurrence.

### J Waste Disposal Costs

If the Company has agreed to pay for Damage to Hardware, the Company will pay the cost of removing and disposing of damaged Hardware. The Company will also pay the cost of the Insured keeping to the Waste Electrical and Electronic Equipment Directive and any revisions to it.

The maximum amount the Company will pay under this Extension shall not exceed £100,000 any one Occurrence.

### K Further Extensions

Certain further Extensions apply to this Sub-Section as stated at the end of this Section.

## Conditions

The following Conditions apply to this Sub-Section.

### 1 Minimum Standards of Protection

**This Condition only applies if Minimum Standards of Protection is stated as Operative in the Schedule.**

It is a condition precedent to the liability of the Company that the following protections be fitted to the undermentioned openings at the Premises and put into full and effective operation at all times outside Business Hours:

- 1 on timber final exit doors (excluding sliding doors):
  - a if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate;
  - b if double leaf:
    - i on the first closing leaf flush or barrel bolts, the latter at least 200mm (8") long, or key-operated locks or bolts, fitted top and bottom in every case; and
    - ii on the second closing leaf a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock; and
  - c if single or double leaf and also outward opening, hinge bolts fitted top and bottom;
- 2 on all other external timber doors, and on internal timber doors giving access to any part of the premises not occupied solely by the Insured or to any adjoining premises (excluding sliding and fire exit doors):
  - a if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate or key-operated mortice rack bolts fitted top and bottom;

- b if double leaf:
    - i on the first closing leaf flush or barrel bolts, the latter at least 200mm (8") long, or key-operated locks or bolts, fitted top and bottom in every case; and
    - ii on the second closing leaf a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock; and
  - c if single or double leaf and also outward opening, hinge bolts fitted top and bottom;
- 3** on external aluminium or UPVC doors (excluding sliding and fire exit doors) cylinder operated mortice deadlock and, if double leaf, flush bolts on the first closing leaf;
- 4** on steel final exit doors and all sliding final exit doors substantial padlocking bar and good quality close shackle padlock;
- 5** on all other steel doors and all other sliding doors substantial padlocking bar and good quality padlock, either closed shackle if fitted externally or open shackle if fitted internally;
- 6** for electrically operated roller shutters, a key-operated isolation switch must be fitted to the electricity supply to the controls, the key being removed outside working hours. If this is not fitted, then one of the measures shown below for manually operated roller shutters must be fitted.
- Where the operating controls for the roller shutters are external to the Premises, these are to be secured within a welded steel housing of at least 3mm thickness with a door or cover plate secured with a padlock conforming to BS EN 12320 Security Grade 4 (including amendments). The housing is to be secured when the Premises are closed for business or unattended.
- The Company requires one of the following for manually operated roller shutters:
- i cylinder profile lock welded to the shutter channel on each side one metre (40") from ground level;
  - ii key-operated 'pinson' or 'bullet' locks; or
  - iii the shutter door bolted internally with the bolt engaging into the door runner and padlocked into position using a good quality open shackle padlock;
- 7** on all fire exit doors panic bar, and hinge bolts fitted top and bottom; and

- 8** on opening basement and ground floor windows and fanlights, and on other opening windows, fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes:
- i key-operated window locks with the keys removed when in operation; or
  - ii solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart, securely fixed to the brickwork or masonry surrounding the window.

Any alternative protections must be agreed by the Company.

## 2 Intruder Alarm

**This Condition only applies if Intruder Alarm is stated as Operative in the Schedule.**

The following Definitions apply to this Condition and are in addition to the General Definitions and the Section Definitions.

### Intruder Alarm System

The component parts including the means of communication used to transmit signals.

### Alarmed Buildings

The Buildings or those portions of the Buildings, at the Premises protected by the Intruder Alarm System.

### Buildings

The building or buildings being the property of the Insured or for which the Insured is responsible, occupied by the Insured for the purposes of the Business.

### Responsible Person

The Insured or any person authorised by the Insured to be responsible for the security of the Buildings at the Premises.

### Keyholder

The Insured, or any person or keyholding company authorised by the Insured, who is available at all times to accept notification of faults or alarm signals, relating to the Intruder Alarm System, attend and allow access to the Buildings at the Premises.

It is a condition precedent to the liability of the Company in respect of Damage caused by theft or any attempt thereat, involving entry to or exit from the Buildings at the Premises by forcible and violent means, that:

- 1 the Buildings at the Premises are protected by an Intruder Alarm System installed as agreed with the Company;
- 2 the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the intruder alarm installers or other installers/engineers as agreed with the Company;
- 3 no alteration to or substitution of:
  - a any part of the Intruder Alarm System;
  - b the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm System; or
  - c the maintenance contract,
 shall be made without the agreement of the Company;
- 4 the Alarmed Buildings shall not be left without at least one Responsible Person therein without the agreement of the Company:
  - a unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation; or
  - b if the Police have withdrawn their response to alarm calls;
- 5 all keys to the Intruder Alarm System are removed from the Buildings at the Premises when they are left unattended;
- 6 the Insured maintains secrecy of codes for the operation of the Intruder Alarm System and no details of same are left in the Buildings at the Premises;
- 7 the Insured shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and/or police authorities;
- 8 in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication, during any period that the Intruder Alarm System is set, a Keyholder shall:
  - a attend the Buildings at the Premises as soon as reasonably possible;
  - b inspect the Buildings at the Premises for any signs of break-in or disturbance; and
  - c subject to condition 4 of this Condition, reset the Intruder Alarm System in its entirety with the means of communication used to transmit signals in full operation; and

- 9 in the event of the Insured receiving any notification:
  - a that police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
  - b from a local authority or magistrate imposing any requirement for abatement of nuisance; or
  - c that the Intruder Alarm System cannot be returned to or maintained in full working order,
 the Insured shall advise the Company as soon as possible and in any event not later than 10.00 a.m. on the Company's next working day and comply with any subsequent requirements stipulated by the Company.

### 3 Further Conditions

Certain further Conditions apply to this Sub-Section as stated at the end of this Section.

### Exclusions

**The Company shall not be liable under this Sub-Section for:**

- 1 the cost of repairing, putting right or restoring any Damage covered by any manufacturer's or supplier's guarantee or warranty, or any maintenance contract; or
- 2 disappearances or shortages discovered when carrying out checks or inventories that cannot be accounted for.

Certain further Exclusions apply to this Sub-Section as stated at the end of this Section.

### Sub-Section 6 – Data Corruption and Extra Cost

**Cover under this Sub-Section only applies if shown as operative in the Schedule.**

The Company will pay:

- 1 the cost of investigating and reconfiguring the Insured's Computer System and the Computer System of a Service Provider (including the cost of restoring and recreating Data); and
- 2 extra costs to prevent or reduce the disruption to the functions carried out by the Insured's Computer System during the Indemnity Period,

arising as a result of a Cyber Event, Damage to Hardware or Prevention of Access discovered during the Period of Insurance.

The cover provided by this Sub-Section does not include the value to the Insured of Data, even if the Data cannot be restored or recreated.

The most the Company will pay for each Occurrence is the Limit shown under Sub-Section 6 of Section 1 in the Schedule plus any limits shown below for any Extensions applicable to this Sub-Section, regardless of the number of people or organisations insured by this Policy. If the Occurrence is the result of a Cyber Attack, the amount the Company will pay may be limited by the 'Cyber Attack Limit' stated in and explained in Condition 2: Cyber Attack Limit applicable to this Section of the Policy.

## Extensions

The insurance provided by this Sub-Section extends to include the following:

### A Accountants' Fees

The Company will pay the cost of the Insured providing the Company with the information it needs to work out the amount they should pay as a result of:

- i extra staffing costs; and
  - ii extra fees charged by the Insured's usual auditors or accountants,
- up to a maximum amount of £50,000 any one Occurrence.

### B Loss of Interest

If a Cyber Event, Damage to Hardware or Prevention of Access interrupts the functions carried out by the Insured's Computer System, the Company will pay the Insured:

- i interest that the Insured would have earned on money that would have been received as recorded in the Insured's normal accounts; and
- ii interest due on money borrowed to maintain normal revenue, less any normal savings in cost.

Provided that the liability of the Company under this Extension shall not exceed £10,000 any one Occurrence.

### C Further Extensions

Certain further Extensions apply to this Sub-Section as stated at the end of this Section.

## Exclusions

The Company will not pay under this Sub-Section for:

- 1 the cost of any forensic or legal investigation to find out the identities of affected parties or how and why the Insured's Data Privacy Obligations have not been met, or to tell the Insured how they should respond; or
- 2 any cost or loss caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by the Insured.

This Exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by this Section, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

Certain further Exclusions apply to this Sub-Section as stated at the end of this Section.

## Extensions applicable to all Sub-Sections of Section 1

The insurance provided by Section 1 of this Policy is further extended to include the following:

### A Avoiding Corruption

If the Company has agreed in writing:

- a the Company will pay the cost of locating and removing a Computer Virus from the Insured's Computer System which has not necessarily caused any Damage or disruption; and
- b where a Computer Virus or Hacking attack has affected the Insured's Computer System during the Period of Insurance, the Company will pay the cost of hiring professional consultants to make recommendations on how to prevent the Insured's Computer System from being infected by Computer Virus or to prevent Hacking.

The Company will not pay more than £50,000 under this Extension for any one Occurrence.

### B Investigation Cost

If the Company accepts a claim for Damage or other loss, and the Company agrees in writing, they will pay the cost of investigating possible repair, replacement or restoration up to a maximum of £50,000 any one Occurrence.

### C Loss Prevention Measures

The Company will pay the cost of preventing or minimising actual or expected Damage or other loss which would have been insured under this Section up to an amount not exceeding £50,000 any one Occurrence.

Provided that:

- a Damage or other loss would be expected if the measures were not implemented;

- b the Company is satisfied that the Damage or other loss has been prevented or minimised by these measures;
- c the cost is limited to the cost of Damage or other loss which would otherwise have occurred; and
- d the full terms, definitions, conditions, clauses and exclusions, applicable to the Section, apply as if Damage or other loss covered by this Section had occurred.

#### D Temporary and Fast-Tracked Repair

If the Company accepts a claim for Damage or other loss, the Company will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration up to an amount not exceeding:

- i £100,000 any one Occurrence; or
- ii 50% of the cost of Damage or other loss covered by this Section of the Policy,

whichever is the lesser.

#### E Waiver of Subrogation Rights

The Company agrees to give up their rights to recover any amounts from:

- a any company which is the parent or subsidiary of the Insured;
- b any company which is a subsidiary of a parent of the Insured;
- c any user of the Insured's Hardware, other than a Service Provider, authorised in writing by the Insured before an insured loss; or
- d any Employee or Directors and Officers of the Insured, unless an insured loss happens as a result of a dishonest, fraudulent, criminal or malicious act or decision.

This will only apply if any of the above keep to the terms and conditions of this Policy as if they were the Insured.

### Clauses applicable to all Sub-Sections of Section 1

The following Clauses apply to Section 1 of this Policy.

#### 1 Seventy Two Hours Clause

Any claim under this Section resulting from earthquake, storm or flood, all Damage or other loss, arising within a 72 hour period will be deemed to constitute one claim for the purpose of the Sum Insured and the payment of any Excess or Time Excess.

The Insured can choose the moment the 72 hour period starts, as long as it ends within the Period of Insurance.

#### 2 War

For the purpose of this Section, General Exclusion 1: War, Government Action and Terrorism, of this Policy in so far as it relates to War (as defined therein), does not apply to any Damage, loss of Business Income or other loss insured by this Section, resulting from, or caused by, weapons of war which were not discovered before the start of the Period of Insurance, as long as there is no war in the country the Insured's Hardware is in during the Period of Insurance.

#### 3 One Excess

For claims under more than one Sub-Section, only one Excess will apply to the claim, and it will be whichever of the relevant excesses is higher. The Excess will apply separately from any Time Excess.

#### 4 Payments on Account (applicable to Sub-Section 4 – Cyber Event – Loss of Business Income)

In respect of any claim settlement under Sub-Section 4, payments on account will be made to the Insured during the Indemnity Period if desired.

#### 5 Value Added Tax (applicable to Sub-Sections 4 – Cyber Event – Loss of Business Income and 6 – Data Corruption and Extra Cost)

To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms of Sub-Sections 4 and 6 shall be exclusive of such tax.

### Conditions applicable to all Sub-Sections of Section 1

The following further Conditions apply to Section 1 of this Policy.

#### 1 Caring for Hardware

It is a condition precedent to the Company's liability that the Insured must:

- a ensure that the Hardware is maintained, inspected and tested as recommended by the manufacturer; and
- b keep a record of all maintenance and Data back-up procedures and maintenance carried out, and let the Company check those records.

## 2 Cyber Attack Limit

The most the Company will pay in total for the Period of Insurance (regardless of the number of Occurrences, claims or claimants) for all claims, costs or losses that are the result of Cyber Attack is £250,000.

The 'Cyber Attack Limit' will be reduced by any amount the Company has already paid for claims, costs or losses that are the result of Cyber Attack.

The most the Company will pay under any Sub-Section of this Section of the Policy for each Occurrence, or under Sub-Section 2 – Cyber Liability, of this Section of the Policy, for all claims accepted by the Company as having arisen from one Occurrence and are the result of a Cyber Attack, is:

- i the total of the Sums Insured or Limits of Liability and any limits contained in any Extension for the Sub-Section (as long as the Sub-Section or the Extension is relevant to a claim); or
- ii the 'Cyber Attack Limit' (as reduced by any amount previously paid),

whichever is lower.

## 3 Data Backup

The Insured must:

- a back up original Data at least every 7 days;
- b make sure that the terms of the contract between them and the Service Provider who processes or stores data on their behalf, allow Data to be backed up in line with this condition; and
- c take precautions to make sure that all Data is stored safely.

If the Insured has failed to keep to this Condition, the Company may still pay a claim if the Insured can show that formal procedures are in place to keep to this Condition and that the failure was an accidental oversight or as a result of circumstances beyond their control.

## 4 Defence Software

It is a condition precedent to the liability of the Company that the Insured's Computer System must be protected:

- a by a virus-protection software package which is:
  - i licensed to the Insured;
  - ii paid for and not freely available; and
  - iii updated at least every 7 days; and
- b by a firewall on all external gateways to the internet, and that firewall must be maintained.

## 5 Enforcement of the Insured's Rights

The Company may, at the Company's expense, take all necessary steps to enforce the Insured's rights against any third party, other than in circumstances explained in Extension E Waiver of Subrogation Rights of the Extensions applicable to all Sub-Sections. The Company can do this before or after they pay a claim. The Insured must not do anything before or after the Company pays the claim to affect the Company's rights and the Insured must give the Company any help and information they ask for.

The Insured must take reasonable steps to make sure that they protect their rights to recover amounts from third parties.

## 6 Controlling Defence

Notwithstanding Claims Condition 3 b of this Policy, the Company can, but do not have to, take control of investigating, settling or defending any claim made against the Insured. The Company would take this action in the Insured's name. If necessary, the Company will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. The Company may agree to the appointment of the Insured's solicitor, but only on a fee basis similar to that of their own solicitor, and only for work done where the Company has granted their permission in writing.

The Company will only defend claims if they think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

## 7 Other Insurances

Notwithstanding Claims Condition 6 of this Policy, if there is any other insurance covering the Insured's claim, the Company will only pay their proportionate share under this Section of the Policy, even if the other insurer refuses to pay the claim.

As soon as the Insured knows about any incident or circumstance which may result in a claim under this Section of the Policy, the Insured must provide the Company with details of any other insurances they may have which cover Damage, loss of Business Income, Damages, Defence Costs or other loss, insured by this Section of the Policy.

## 8 Salvage and Recoveries

If the Insured has made a claim and they later recover their Hardware, or recover money from a third party, the Insured must inform the Company immediately. If the Company has paid the claim, the Insured may have to give the Hardware or money to the Company.

If a claim has been paid and the Company recovers the Insured's Hardware, or recovers money from a third party, the Insured will receive any proceeds above the amount the Company paid the Insured in connection with the claim.

Any amount due from the Insured or from the Company must be paid as soon as reasonably possible.

## 9 General Conditions, Claims Conditions or General Exclusions

Where there is any conflict between the General Definitions, General Conditions, Claims Conditions or General Exclusions, of this Policy, and the terms, definitions, conditions, clauses and exclusions, under this Section, the interpretation under this Section shall take precedence.

## Excess

### (not applicable to Sub-Section 4 – Cyber Event – Loss of Business Income)

This Section does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## Time Excess

Sub-Section 4 (Cyber Event – Loss of Business Income) does not cover and the Company shall not be liable for loss of Business Income or any other cost arising during the Time Excess stated in the Schedule being the initial time period for which the Company will not pay any loss of Business Income.

## Exclusions applicable to all Sub-Sections of Section 1

The following further Exclusions apply to Section 1 of this Policy.

The Company shall not be liable under this Section for:

- 1 a circumstances which existed before any cover provided by this Section of the Policy started, and which the Insured knew about; or
  - b claims or circumstances which the Insured have already reported, or which they should have reported, to a previous insurer before the Period of Insurance;
- 2 property belonging to the Insured which is confiscated or damaged by, or under the order of, any government, public or police authority, other than:
  - a to protect life or prevent Damage to property; or
  - b as the result of a regulatory investigation after the Insured have failed, or allegedly failed, to keep to their Data Privacy Obligations;
- 3 any extortion, blackmail or ransom payments or demands, other than in connection with cover provided by Sub-Section 1 – Cyber Crime;
- 4 any fines, penalties, punitive or exemplary damages (extra damages to punish the Insured) other than those specifically covered by Extension B Fines and Penalties, in Sub-Section 2 – Cyber Liability;
- 5 penalties the Insured has to pay under a contract for any delay or in connection with guarantees of performance or efficiency;
- 6 any intentional act, or failure to act, by the Insured or by the Directors and Officers of the Insured, unless the act or failure to act is a measure to prevent or minimise injury, Damage to the Insured's Hardware, loss of Business Income or a claim for Damages;
- 7 the cost of normal Computer System maintenance;
- 8 atmospheric or environmental conditions causing temporary interference with any satellite signal;
- 9 the Insured's commercial decision to stop trading, or the decision of a Service Provider, customer or supplier, of the Insured to stop or reduce trade with the Insured or restrict services;
- 10 losses due to:
  - i wear and tear, gradual deterioration or rust;
  - ii scratching or chipping of painted or polished surfaces;
  - iii erosion or corrosion; or
  - iv gradual reduction in performance.

However, the Company will pay for loss resulting from the causes above which the Company would otherwise have paid under this Policy;

- 11 losses caused by or arising from the Insured's insolvency or bankruptcy; or
- 12 Damage caused by any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.

**Furthermore, notwithstanding General Exclusion 1: War, Government Action and Terrorism, of this Policy, the Company shall not be liable under this Section of the Policy for:**

- 13 a any Act of Terrorism, regardless of any other cause or event contributing to the Damage, loss of Business Income or other loss;
- b civil commotion in Northern Ireland; or
- c any action taken to control, prevent, suppress or in any way deal with an Act of Terrorism.

For the purposes of this Exclusion Computer Virus, Denial of Service Attack or Hacking will not be regarded as an Act of Terrorism under Sub-Sections 1 – Cyber Crime, 2 – Cyber Liability and 3 – Data-Breach Expense.

# Section 2: Terrorism

The Company will indemnify the Insured for:

- a** all losses under any of the Heads of Cover (other than Non-Damage Business Interruption Head of Cover) as a result of damage to or destruction of the property insured under this Policy and loss consequent on interruption to or interference with the Business as insured by this Policy, in the Territory caused by or resulting from an Act of Terrorism; and
- b** all losses arising under the Non-Damage Business Interruption Head of Cover within the Territory.

Provided that the liability of the Company shall not exceed in any one Period of Insurance:

- 1** in all, the total Sum Insured; or
- 2** for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy,

whichever is the less.

## Definitions

**These definitions are in addition to the General Definitions of this Policy.**

### Act of 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.

### Computer Systems

A computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

### Covered Loss

- a** All losses arising under any of the Heads of Cover (other than Non-Damage Business Interruption Head of Cover) as a result of damage to or the destruction of property insured in the Territory, the proximate cause of which is an Act of Terrorism.
- b** All losses arising under the Non-Damage Business Interruption Head of Cover.

### 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 whatever.

### 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 Computer 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 Computer Systems.

### Hacking

Unauthorised access to any Computer System, whether the property of the Insured or not.

### Head of Cover

Any of the following five types of insurance cover:

- a** Buildings and completed structures.
- b** Other property (including contents, engineering, contractors and computers).
- c** Business Interruption.
- d** Book Debts.
- e** Non-Damage Business Interruption.

Provided always that each Head of Cover shall be deemed to be a separate Head of Cover whether the item insured is insured under this or separate policies, under separate terms of a policy or under separate sections of combined or package policies.

### Non-Damage Business Interruption

All losses arising as a result of interruption or interference with the Business in consequence of:

- a** access to, exit from or use of any Premises located within the Territory occupied by the Insured being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an Act of Terrorism; or
- b** an Act of Terrorism in the vicinity of, but in no event further than one mile from, any Premises within the Territory occupied by the Insured which results in the Business having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in the Business, provided that the Indemnity Period in no event irrespective of what is shown in the Schedule shall exceed three months.

### Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- a the production or use of atomic energy;
- b the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### Nuclear Reactor

Any plant (including any machinery, equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

### Private Individual

Any person other than:

- a a beneficiary, trustee or body of trustees where insurance is arranged in accordance with the terms of a trust;
- b a person who owns or is otherwise insured in respect of Residential Property for their business as a sole trader; or
- c a person who owns or is otherwise insured in respect of Residential Property of which in excess of 20% is commercially occupied.

Provided that if the property is a private dwelling house or a self-contained unit insured as part of a block of flats, is subject to a trust or executorship of a will and is occupied as a private residence by a beneficiary or a trustee of the trust in question or sole trader or by a beneficiary or an executor of the will in question or the property is located in premises owned by any such person the property insured shall be deemed to be insured in the name of a Private Individual.

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the name of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured.

### Residential Property

Private dwelling houses and flats (including household contents and personal effects as insured).

### Territory

England and Wales and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987.

### Terrorism Insurance

Insurance for Acts of Terrorism under the terms of this Section.

### Virus or Similar Mechanism

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, Computer Systems, Data or operations, whether involving self-replication or not. This Definition of Virus or Similar Mechanism includes but is 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.

### Conditions

**The following Conditions apply to this Section:**

- 1 The Company will not indemnify the Insured unless and until:
  - a HM Treasury has certified that an event or events have been an Act of Terrorism; or
  - b A Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that an event or events have been an Act of Terrorism.
- 2 Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the Period of Insurance shall not apply to Terrorism Insurance.
- 3 Any Long Term Agreement applying to this Policy shall not apply to Terrorism Insurance.

### Exclusions

**The insurance provided by this Section is not subject to any of the exclusions of this Policy, however, the Company shall not be liable under this Section for:**

- 1 any loss whatsoever directly or indirectly caused by or contributed to by or arising from riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

- 2** any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
- a** Damage to or the destruction of any Computer System; or
  - b** any alteration, modification, distortion, erasure or corruption of Data,

in each case whether the property of the Insured 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 Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

Provided that Covered Loss (other than any loss arising under the Non-Damage Business Interruption Head of Cover) otherwise falling within this Exclusion 2 will not be treated as excluded by Exclusion 2 solely to the extent that such Covered Loss:

- i** results directly (or, solely as regards **ii c** below, indirectly) 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, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii** comprises:
  - a** the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Insured; or
  - b** the amount of business interruption loss suffered directly by the Insured itself by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured by that Insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by that Insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by that Insured to which access is affected; or
  - c** the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss; and

- iii** is not proximately caused by an Act of 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 in part of any de jure or de facto government of any nation, country or state;

The meaning of "Property" for the purposes of this provision shall (additionally to those exclusions in the definition of "Property" below and anywhere else) exclude:

- a** any money (including "Money" as defined or otherwise in any insurance policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable on non-negotiable instruments, financial securities or any financial instrument of any sort whatsoever; and
- b** any Data.

Notwithstanding the exclusion of Data from "Property" in this provision, to the extent that damage to or destruction of Property within the meaning of sub-paragraph **ii** of this provision indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph **i** of this provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs **i** and **ii** of this provision from being recoverable under this Terrorism Insurance. In no other circumstances than the previous sentence, however, will any loss or 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 be recoverable under this Terrorism Insurance.

For the avoidance of doubt, the burden of proof shall be on the Insured to prove or establish all matters referred to in sub-paragraphs **i** to **ii** above;

- 3** Damage or consequential loss arising from such Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor, but this Exclusion shall not exclude loss arising from Damage to other types of property arising from an Act of Terrorism occurring at the site of a Nuclear Installation or Reactor; or
- 4** any Residential Property insured in the name of a Private Individual.

# Important Information

## The Insured's right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent, who arranged the Policy within 14 days of receipt.

The Company will return any premium paid in accordance with General Condition 4 Cancellation.

## Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with General Condition 4 Cancellation.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent, who arranged the Policy. Please quote your Policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy, they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address:

Customer Relations Manager,  
NIG,  
Churchill Court,  
Westmoreland Road,  
Bromley, BR1 1DP

Email: [complaints@nig-uk.com](mailto:complaints@nig-uk.com)

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures, including information on what you should expect in response to your complaint, can be found on NIG's website at [www.nig.com/contact-us/complaints](http://www.nig.com/contact-us/complaints).

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower,  
London, E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**

