

Terrorism

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Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

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 System

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

Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of **Damage** to property used by **You** at the **Premises** for the purpose of the **Business**.

Damage

Loss or destruction of or damage.

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 of networks 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**.

Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**. The date and time that any such period of 72 hours shall commence shall be set by **Us**.

Hacking

Unauthorised access to any **Computer System** whether **Your** property or not.

Nuclear Installations

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 ionizing radiations; or
- (c) the storage, processing or disposal of nuclear fuel or of 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 Reactors

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.

Territorial Limits

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

This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the 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. The 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.

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Cover

We will pay for **Damage** to property within the **Territorial Limits** or **Consequential Loss** arising from an **Act of Terrorism**.

Cover is applicable to the following Sections when shown within **Your Schedule**:

Property Damage, Business Interruption, Specified All Risks, Money and Goods In Transit.

Basis of Settlement

The most We will pay for any one **Event** and in total in any one **Period of Insurance** will not exceed:

- (a) the total sum insured, or
- (b) for each item its individual sum insured, or
- (c) any other limit of liability

whichever is the less as stated within the applicable Sections shown in the Terrorism section of **Your Schedule**.

Maximum Period

The **Period of Insurance** provided by this Section shall be to a maximum of 12 months from the Effective Date or Renewal Date of this policy.

Any subsequent period of cover of 12 months, or part thereof, provided by this Section shall be deemed to constitute a separate **Period of Insurance**, provided that:

- (a) no subsequent **Period of Insurance** by this Section shall extend beyond the next Renewal Date of this policy, and
- (b) the renewal premium due in respect of this Section has been paid by **You** and received by **Us**.

Conditions

It is agreed that:

- (a) in any action suit or other proceedings where **We** allege that any **Damage** or **Consequential Loss** is not covered by this policy the burden of proving that such **Damage** or **Consequential Loss** is covered shall be upon **You**
- (b) any long term agreement in place is not applicable to **Terrorism**
- (c) this Extension is:
 - (i) not subject to any of the Exclusions specified elsewhere in this policy other than those stated within this Section
 - (ii) subject to all the other terms limits of liability definitions provisos and conditions of this policy (including but not limited to any **Excess** or deductible to be borne by **You**) except as expressly varied hereby.

Exclusions

This Section does not cover **Damage** or **Consequential Loss** directly or indirectly:

1. caused by or contributed to by or arising from or occasioned by or resulting 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. caused by or contributed to by or arising from or occasioned by or resulting from:
 - (a) **Damage** to any **Computer System** or
 - (b) any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether **Your** property 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**.

This Exclusion shall not apply in respect of:

- (i) **Damage** which itself results directly (or, solely as regards to (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, **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 **Your** Property; or
 - (b) **Consequential Loss** as a direct result of **Damage** to **Your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **Premises** by reason of an **Act of Terrorism** causing **Damage** to other Property within one mile of the **Premises** 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 **Your** Property and any additional costs or charges reasonably and necessarily paid by **You** 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 part of any de jure or de facto government of any nation, country or state.

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The meaning of Property for the purposes of this Exclusion shall exclude:

- (a) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- (b) any **Data**.

Notwithstanding the exclusion of **Data We** will pay **Consequential Loss**:

- (a) directly resulting from **Damage** to Property to the extent that such **Damage** within the meaning of sub-paragraph 2. (ii) directly results from any alteration, modification, distortion, erasure or corruption of **Data**
- (b) as a result of an occurrence of one or more of the events referred to in sub-paragraph 2. (i) results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**

In no other circumstances 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 covered by this Section.

3. in respect of:

- (a) 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**
- (b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes Other than:
 - (i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
 - (ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%
- (c) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy
- (d) bankers blanket bonds
- (e) any other type of property which is specifically excluded elsewhere in this policy.