

# Terrorism Section

## Definitions

### 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 **the Insured** at the **Premises** in consequence of loss or destruction of or damage to property used by **the Insured** at the **Premises** for the purpose of the **Business**.

### Damage

Loss or destruction of or damage to **Property Insured**.

### 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**.

### Event

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

## General Cover Policy

- a This Policy
- or
- b where the Cover by this Policy is limited to the **Terrorism Insurance Section** only, the policy or policies specified in the **Terrorism Section** of the **Schedule** to this Policy.

## Hacking

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

## 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:

- 1 the production or use of atomic energy or
- 2 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
- 3 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 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.

## Property/Property Insured

Property as detailed in the **Schedule** to any **General Cover Policy** but excluding:

- 1 property insured under a
  - a Marine, Aviation or Transit policy
  - b Motor Insurance policy (other than Motor Trade policy)
  - c Road Risks Section of a Motor Trade policy
  - d reinsurance policy or agreement
  - e Bankers Blanket Bondwhether such policy or agreement includes cover for an Act of Terrorism or not
- 2 any land or building which is insured in the name of an individual and is occupied as a private residence or any part thereof which is so occupied, unless the building is used for both commercial and residential purposes and:
  - a both commercial and residential portions are insured under the same policy, and
  - b the square footage of the commercially occupied portion of the building exceeds 20% of the total square footage of the building.

## Note:

Trustees that hold blocks of flats and/or private dwelling houses under a trust or a person who owns blocks of flats and/or private dwelling houses in the business of a sole trader are not deemed to be individuals, except that where the property is a private dwelling house or a self-contained unit insured as part of a block of units and is occupied as a private residence by any of the trustees or any beneficiary of the trust or by the sole trader, it will be deemed to be insured in the name of an individual

- 3 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**.

### **Territorial Limits**

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

**Note 1** This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

**Note 2** For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

### **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. 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.

## Cover

The Insurer will pay the Insured for

- a Damage, or
- b Consequential Loss

occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits.

Provided always that the insurance by this Section:

- a is not subject to the General Exclusions of the General Cover Policy.
- b is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section.
- c is subject to a maximum Period of Insurance of twelve (12) months from the Effective Date or any subsequent Renewal Date of this Policy.

Any subsequent period of cover of twelve (12) months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- i no subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy.
  - ii the renewal premium due in respect of this Section has been received by the Insurer.
- d is not subject to any Long Term Undertaking applying to the General Cover Policy.
  - e is not subject to any terms in the General Cover Policy which provide for adjustments of premium.

## Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any **General Cover Policy** in respect of **Damage** or **Consequential Loss**.

The most **the Insurer** will pay for any one **Event** is:

- a the **Total Sum Insured**, or
- b for each item its individual **Sum Insured**, or
- c any other limit of liability

in the **General Cover Policy**, whichever is the less, except where the liability of **the Insurer** exceeds the **Total Sum Insured**, or for each item its individual **Sum Insured**, or any other limit of liability in the **General Cover Policy**, where such excess is solely in respect of any Cover Extension as provided for in the **General Cover Policy**.

## Section Exclusions

The Insurer will not pay for:

### 1 Digital and Cyber Risk Exclusion

any losses 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 this Exclusion 1. will not apply to **Damage** or **Consequential Loss** solely to the extent that such **Damage** or **Consequential 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 **the Insured** or as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **the Insured** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured by **the 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 part of any de jure or defacto government of any nation, country or state.
- iv The meaning of **Property** for the purposes of this proviso shall (additionally to those exclusions in the definition of **Property**) exclude:
  - a any money (including **Money** as defined elsewhere in the **General Cover Policy**), 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**.

- v Notwithstanding the exclusion of **Data** from **Property**, to the extent that damage to or destruction of **Property** within the meaning of sub-paragraph (ii) above 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) above 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) above from being recoverable under this **Section**. 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 **Section**.
- vi For the avoidance of doubt, the burden of proof shall be on **the Insured** to prove or establish all the matters referred to in sub-paragraphs (i) to (ii) above.

## 2 Riot, Civil Commotion and War

any losses whatsoever occasioned by 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.

## 3 Territorial Limits

any losses whatsoever arising directly or indirectly from any cover or extension of **Premises** provided by the **General Cover Policy** to locations outside the **Territorial Limits**.

## 4 Private Residences

any loss whatsoever or any expenditure resulting or arising therefrom or any **Consequential Loss** directly or indirectly relating to a private residence property when insured in the name of a private individual caused by or contributed to by or arising from:

- a the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- b ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- c chemical and/or biological and/or radiological irritants contaminants or pollutants.

## Section Conditions

### 1 Burden of Proof

In any action suit or other proceedings where **the Insurer** alleges that any damage or loss resulting from damage is not covered by the **Terrorism Section**, the burden of proving that such damage or loss is covered shall be upon **the Insured**.