

Important – Updates to your policy wording

Please note we have made changes to your policy. In this notice, we explain these changes and the reason for them.

Before renewing your policy please make sure that the cover provided meets your needs.

By continuing to insure with us you accept these changes and they will form part of your policy on renewal.

If we have made further changes to your policy there may be other notices that apply, please read these in addition.

We recommend that you keep this notice with your schedule and policy booklet.

Summary of changes

Our update reference: Silent cyber exclusion

When property insurance policies were developed computer and cyber risks were rare or did not exist; therefore no specific exclusionary language was necessary at that time. As computer technology has evolved, allied with the growth of the internet and connectivity, exposure to cyber events has increased significantly. As cyber risks have not been insured by standard property insurances, premiums have never included such cyber risks. To cater for these new risks specific Cyber insurance covers (via a specific policy or section within a policy) have been developed, which may be purchased separately.

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy.

Please note that the exclusion only applies to certain applicable sections of the policy and does not apply where the exclusion is not required. Please see the clause for specific details.

CC291 Cyber Loss Limited Exclusion Clause (Property)

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes all loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

1.1. any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a **Computer system** or any unauthorised access to or modification of **Data**

Notwithstanding the provisions of this sub-paragraph 1.1. and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including **Data**) and any **Time element loss** directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

- (i) Fire lightning or explosion
- (ii) Impact by aircraft or vehicle or animal or falling objects
- (iii) Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
- (iv) Escape of water or oil
- (v) Riot or civil commotion
- (vi) Subsidence heave or landslip
- (vii) Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- (viii) Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
- (ix) Accidental damage to insured property caused by persons physically present at both the time and location of such damage

1.2. any loss of use reduction in functionality repair replacement restoration or reproduction of any **Data** including any amount pertaining to the value of such **Data**

Notwithstanding the provisions of this sub-paragraph 1.2. in the event that hardware or the data storage device of a **Computer system** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph 1.1. above which results in damage to or loss of **Data** stored on that hardware or the data storage device then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** under this Policy shall be limited to the cost of reproducing **Data** provided that such costs are otherwise indemnifiable under this policy

Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such **Data** but shall not include the value of the **Data** whether to the Insured or any other party even if such **Data** cannot be recreated gathered or assembled

1.3. any

- (i) Unauthorised appropriation of **Data**
- (ii) Unauthorised transmission of **Data** to any Third Party
- (iii) Misrepresentation or use or mis-use of **Data**
- (iv) Operator error in respect of **Data**

1.4. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1.1. – 1.3. above

1.5 any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs 1.1. – 1.4. above

Definitions specific to this exclusion

Computer system means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

Data means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a **Computer system**

Time element loss means business interruption contingent business interruption or any other consequential losses

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

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| a. Employers' Liability | h. Personal Accident |
| b. Public Liability | i. Legal Expenses |
| c. Medical Malpractice | j. Travel |
| d. Reputational Risks | k. Terrorism |
| e. Professional Indemnity | l. Cyber |
| f. Governors' Trustees' and Management Liability | m. Equipment Breakdown |
| g. Directors & Officers Liability | |