

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: Cyber – Your liability to others

Cyber – Your liability to others

As computer technology and internet usage has evolved, the risk of exposure to cyber events has increased significantly. It was never envisaged that liability policies would need to respond to these risks.

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through a new clause that applies to the “Your liability to others” section and will appear on your policy schedule.

In this notice we provide a summary of this change.

Your liability to others section

“Cyber act” and “Cyber incident” are excluded. However, the exclusion does not apply to claims arising out of cyber act or cyber incident that result in bodily injury to third parties and domestic staff or in physical damage to third party material property.

The full clause is shown below.

CC333 Cyber exclusion for Your liability to others

A new exclusion is added to Your liability to others section.

Definitions

The following definitions will apply to this exclusion

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**.

Cyber act

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer system**.

Cyber incident

means

a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer system**; or

b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer system**.

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.

Cyber exclusion

The following exclusion is added to the Liabilities section of the policy

We will not cover any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber act** or **Cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber act** or **Cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion will not apply to legal liability to pay damages and legal costs resulting from

- (i) **Injury** to your domestic staff; or
- (ii) liability caused by or arising out of a **Cyber act** or a **Cyber incident** that results in **Injury** or **Property damage**.

Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with 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** is not covered and is not considered as physical loss or damage for the purposes of this exclusion.