

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 – Liabilities

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. There are specific Cyber policies available in the market that include cover for Cyber liability (please ask us or your broker for details). Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through some a new clause that that applies to your Liabilities section and will appear on your policy schedule. In this notice we provide a summary of the changes.

Public and products liability

“Cyber act” and “Cyber incident” are excluded. However, the exclusion does not apply to claims arising from legal liability for bodily injury to third parties or physical damage to third party property, and liability that arises under the Data Protection extension of the section.

The Data Protection extension to your section will now be subject to a limit of £1,000,000 for all claims in the period of insurance.

Employers’ liability

“Cyber act” and “Cyber incident” are excluded. However, the exclusion does not apply to claims arising from legal liability for bodily injury to employees

For the full details of the clause, please the next page.

CC309 Commercial Cyber Liability clause

The following amendments apply to the Liabilities section of the policy

Definitions

The definitions of Data and Property are deleted and replaced with the following

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**

Property

means material property

The following definitions are added

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 applies

No indemnity will be provided in respect of 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) statutory liability under the Employers' Liability cover
- (ii) liability caused by or arising out of a **Cyber act** or a **Cyber incident** that results in **Bodily injury** to third parties or physical damage to third party **Property**
- (iii) liability arising under the Data Protection extension

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

Data Protection extension – amendment to limit

The following amendment is made to the Data Protection extension

The total amount **We** will pay in respect of (a) is £1,000,000 any one claim and in the aggregate any one period of insurance and not as otherwise stated