



Terrorism extension

Policy summary

Policy wording ref: WD-PROF-UK-TER(3) 16650 01/20

Key benefits: what risks are you protected against?

Terrorism insurance protects you when any of your property, which is insured under a property section of your Hiscox policy, is damaged by a terrorist act as defined in the policy wording. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the policy schedule, provided the property is located within the geographical limits, shown in the schedule.

If you have also purchased cover under the business interruption section of your Hiscox policy, we will also pay for your financial losses resulting from an interruption to your business due to damage to your property by a terrorist act.

We will also pay for damage to your property, insured under the property section of your Hiscox policy, as a result of damage to any computer system or the alteration, destruction or corruption of any data caused by a terrorist act.

Significant or unusual exclusions and limitations:

We will not make any payment unless you maintain cover for terrorist acts on all property located within the geographical limits, shown in the schedule, which is owned by you, including any property which is not insured by Hiscox.

We will not pay for:

- damage caused by war, riot or civil commotion;
- damage to any property which is covered by any form of transit, marine or aviation insurance policy, however this does not include any transit cover provided under any property section of your Hiscox policy;
- money or the value of the lost or corrupted data itself in the event of any virus, phishing, DOS attack or hacking of a computer system caused by a terrorist act.

Please read the policy for details of terms in full.

Terrorism extension

Policy wording

The General terms and conditions, the Property definitions, the terms and conditions of any **covered property section** and the following terms and conditions all apply to this section.

Special definitions for this extension

CBRN incident	Any chemical, biological, radiological or nuclear incident where the proximate cause is a terrorist act .
Computer system	Any computer or other equipment, component, system or item which processes, stores, transmits or receives data .
Covered property section	Any section of this policy where cover is provided for damage to your property or property for which you are legally responsible.
Damage	Also includes contamination arising from a CBRN incident .
Data	Data of any sort, including but not limited to tangible or intangible data, 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 other information.
DOS 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, computer systems or information systems including, but not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems .
Geographical limit	England, Wales or Scotland (but not the territorial seas adjacent to England, Wales and Scotland as defined by the Territorial Sea Act 1987) or the Channel Islands or the Isle of Man.
Hacking	Unauthorized access to any computer system , whether your property or not.
Insured damage by terrorism	Damage occurring during the period of insurance and caused by a terrorist act to property insured under any covered property section , provided that such property is located within the geographical limit .
Money	Also includes online currency, electronic cryptographic or virtual currency including Bitcoin or any similar currency, negotiable or non-negotiable instruments, financial securities or other financial instruments.
Phishing	Any access or attempted access to data or information made by means of misrepresentation or deception.
Remote digital interference	Any virus, phishing, DOS attack or hacking of a computer system occurring during the period of insurance and caused by a terrorist act originating anywhere in the world.
Terrorist act	An act of any person 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 or as otherwise defined in the Reinsurance (Acts of Terrorism) Act 1993 or any amendments to such Act as may be made from time to time, provided the act has been certified as a 'terrorist act' by Her Majesty's Government or Her Majesty's Treasury or any successor authority.
Virus	Any program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with or otherwise adversely affect, infiltrate or monitor computer programs, computer systems, data or operations, whether involving self-replication or not. This includes, but is not limited to, Trojan horses,



worms, logic bombs and the exploitation of bugs or vulnerabilities in a **computer system** or **program**.

What is covered

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| Insured damage by a terrorist act | 1. We will cover you against insured damage by terrorism. |
| Business interruption | 2. We will cover you for your financial losses resulting solely and directly from an interruption to your business caused by insured damage by terrorism . Your schedule will show if you have the benefit of this cover. We will pay for no longer than the period shown in the schedule against each insured item. |
| Remote digital interference | 3. If, during the period of insurance , any computer system suffers damage or any data is altered, destroyed or corrupted as a result of a remote digital interference which directly causes: <ol style="list-style-type: none">a. fire, explosion, flood or escape of water from any tank, apparatus or pipe;b. impact of any aircraft, watercraft or any other mechanically propelled vehicle or any items carried in such vehicle; orc. damage to, destruction of or movement of any building, structure, plant or machinery, other than to a computer system itself, which are also covered under a covered property section we will cover: <ol style="list-style-type: none">i. you against damage to your property;ii where shown on the schedule, your loss of profit, revenue, turnover or increased costs of working resulting solely and directly from an interruption to your business directly caused by such damage to your property or denial of access to or use of your property arising from a terrorist act causing damage to property owned by a third party within a 1-mile radius of your property; andiii. where shown on the schedule, your loss arising from the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event and any reasonably and necessarily incurred additional charges to avoid or minimise such loss incurred, as a direct or indirect result of a. to c. above. |

Please check **your** schedule to see if **you** have purchased business interruption cover and cancellation and abandonment cover under this **policy**.

Any exclusion relating to **terrorism** or **nuclear risks** within any property section of this **policy** will not operate to negate the coverage given under this section.

What is not covered

We will not make any payment for damage:

1. caused by **war**, riot or civil commotion.
2. to a **computer system** or any alteration, modification, distortion, erasure or corruption of **data** caused by **remote digital interference**:
 - a. at any premises that does not belong to **you** or for which **you** are not legally responsible. This does not apply to the cancellation and abandonment cover provided under **What is covered**, 3. Remote digital interference iii.; or
 - b. unless specifically covered under **What is covered**, 3. Remote digital interference.This does not apply to otherwise covered **damage to property** which arises as an indirect result of the alteration, modification, distortion, erasure or corruption of **data** caused by **remote digital interference**.
3. to any nuclear installation or nuclear reactor.
4. to any **property**:
 - a. not insured under any property section of this **policy**;
 - b. which is specifically excluded elsewhere in this **policy**;
 - c. covered by any form of transit, marine or aviation insurance policy;

- d. occupied as a private residence. However, this does not apply if:
 - i. the privately occupied or owned part comprises less than 80% of the land or building as a whole; or
 - ii. at least 20% of the land or building is commercially occupied; and
 - iii. the privately occupied or owned part is insured under this **policy** or another policy of insurance, but not in the name of an individual.
5. caused by a **terrorist act** performed by or on behalf of any de jure or de facto government of any nation, country or state.
6. to **money** or the value of the lost or corrupted **data** itself in the event of a **remote digital interference**.

How much we will pay

We will pay up to the corresponding **amount insured** shown in schedule in respect of the **covered property sections** and, where purchased, the business interruption or cancellation and abandonment sections.

Any payment made under this section will be made on the same basis as **you** would be covered under How much we will pay in the corresponding section of the **policy**.

However, the most **we** will pay for all losses under this extension is the amount shown in the property – terrorism section of the schedule, regardless of the number of **terrorist acts**.

Your obligations

Maintaining insurance

You, and any parent or subsidiary of **you**, must maintain cover for **terrorist acts** on all **property** within the **geographical limit** which is owned by **you**, including any **property** which is not insured by **us**.

Where an **amount insured** is shown in the terrorism section of the schedule, **you** must also maintain cover for all insured **property** under the appropriate property section of this **policy**.

Where **we** become aware that **you** or any parent or subsidiary of **you** is not complying with either of the obligations listed above, **we** will not make any payment under this extension for any **damage** caused by a **terrorist act**.

Onus of proof

In any action lawsuit or other proceedings or where **we** state any **insured damage by terrorism or interference with a computer system** is not covered by this section, it will be **your** responsibility to prove otherwise.

Additional terms

The following terms and conditions of the **policy** shall not apply to the coverage provided by this extension:

1. any long-term agreement;
2. any premium rebate agreement;
3. any terms and conditions which provide for adjustment of the premium based upon declarations by **you**;
4. any extension to cover **property** which is located outside of the **geographical limit**; or
5. any provision for a premium refund following cancellation. In the event **you** cancel the coverage under this extension any unpaid premium for the **period of insurance** must be paid to **us**.