

## **Property - Terrorism**

## Policy wording

Except where specifically stated below, the General terms and conditions, the Property definitions and the terms and conditions of the Buildings, Contents and Business interruption sections all apply to this extension.

- 1. In return for the additional premium you have paid for the Buildings and Contents part of this extension, this policy extends to cover damage, occurring during the period of insurance and caused by an act of terrorism (as defined below), to the property insured under the Buildings and Contents sections of this policy located in England, Wales or Scotland (not including the Channel Islands or the Isle of Man), but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.
  - If you have paid the additional premium for the Business interruption part of this extension, **we** shall regard **damage** occurring during the **period of insurance** and caused by an act of terrorism (as defined below) as **insured damage** for the purposes of the Business interruption section of the **policy**, but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.
- 2. Any exclusion of **terrorism** within the Buildings, Contents or Business interruption sections will not operate to negate the coverage given under this extension.
- 3. For the purposes of this extension, an act of terrorism shall mean 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.
- 4. We will not make any payment under this extension for:
  - a. damage caused by war risks; or
  - b. damage to any computer system or other equipment or component or system or item which processes, stores or transmits or receives data or any part of data, whether tangible or intangible (including, but without limitation, any information or program or software) and whether your property or not, where such damage is caused by any virus or similar mechanism or hacking or denial of service attack.

## As used in 4.b above:

- a. 'virus or similar mechanism' means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files 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;
- b. 'hacking' means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether your property or not; and
- c. 'denial of service attack' means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems and include, but are 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.
- 5. The following terms and conditions of the **policy** shall not apply to the coverage provided by this extension:
  - a. any long term agreement or undertaking; or
  - b. any terms and conditions which provide for adjustment of the premium based upon declarations by **you**; or
  - c. any extension to cover property located outside England, Wales or Scotland; or
  - d. any provision for a premium refund following cancellation, but only when such cancellation relates solely to the coverage under this extension. In the event you cancel the coverage under this extension any unpaid premium for the period of insurance must be paid to us.



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- 6. The following additional conditions are all conditions precedent to **our** liability. **We** will not make any payment under this extension unless **you** comply with all the requirements of the conditions:
  - a. You must pay us the additional premium referred to in 1.
  - b. Where Buildings and Contents and Business interruption are covered under this extension, these sections must also be covered under the **policy**.