

Terrorism extension

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 .
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 .
Insured damage by terrorism	<p>Damage occurring during the period of insurance and caused by a terrorist act to property insured under any covered property section, provided that:</p> <ol style="list-style-type: none"> 1. the insured property is located within 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; and 2. the terrorist act has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.
Interference with a computer system	<ol style="list-style-type: none"> 1. Any 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. This includes, but is not limited to, Trojan Horses, worms and logic bombs; 2. any access or attempted access to data or information made by means of misrepresentation or deception; 3. 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 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; or 4. 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.
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.

What is covered

Insured damage by terrorism	1. We will insure you against insured damage by terrorism .
Business interruption	2. Where an amount insured is shown for business interruption in the terrorism section of the schedule, we will also insure you for your financial losses resulting solely and directly from an interruption to your business caused by insured damage by terrorism . We will pay for no longer than the period shown in the schedule against each insured item.

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 or the alteration, modification, distortion, erasure or corruption of:

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- a. any computer system or other equipment or component or system or item which processes, stores, transmits or receives data; or
- b. any part of such system, equipment, component or item, whether tangible or intangible including, but not limited to, any information or program or software; or
- c. data processed by any such computer or other equipment or component or system or item;

whether **your property** or not, where such **damage**, alteration, modification, distortion, erasure or corruption is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from any **interference with a computer system**.

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**; or
 - c. covered by any form of transit, marine or aviation insurance policy.

How much we will pay

We will pay up to the **amount insured** shown in the **covered property sections** and the business interruption section(s) in the schedule. 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 England, Wales and Scotland 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** are 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** is not covered by this section, it will be **your** responsibility to prove otherwise.

NaCTSO discount

Where it is shown in the schedule that a NaCTSO membership discount applies **you** must have engaged in a National Counter Terrorism Security Office (NaCTSO) initiative and are actively undertaking and implementing an action plan. The discount only applies where **you** participate in the crowded places programme and **you** must advise **us** if **you** no longer continue to do so.

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 England, Wales or Scotland; 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**.