



## Terrorism Section

### Definitions applicable to this Section

#### Consequential loss

means loss resulting from interruption of or interference with **your business** carried on by **you** at the **premises** in consequence of an **incident** to **property** used by **you** at the **premises** for the purpose of **your business**

#### Denial of access

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information services. Denial of service attacks include but are not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

#### Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same act of **terrorism**

The time and date that any such continuous period of 72 hours shall commence will be set by **us**

#### Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether **your property** or not

#### Nuclear installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for the

- 1) production or use of atomic energy
- 2) carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
- 3) storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

#### Nuclear reactor

means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

#### Phishing

means any access or attempted access to data or information by means of misrepresentation or deception

### **Private individual**

means any person who

- 1) is not a trustee or body of trustees where insurance is arranged under the terms of a trust
- 2) does not own **private residence property** for the purposes of a **business** as a sole trader
- 3) owns **private residence property** where less than 20% of the **private residence property** is occupied for commercial purposes

and is deemed to include

- 4) a **private residence property** occupied by a trustee or sole trader as their private residence and the **private residence property** is not a block of flats
- 5) any two or more persons who arrange insurance for the **private residence property** in their several names and or where the **insured** name includes the name of a financial institution for the purposes of noting their financial interest in the **private residence property**

### **Property**

means all property whatsoever except

- 1) any land or building which is occupied as a private residence or any part thereof which is so occupied unless
  - 1.1) insured under the same insurance contract as the remainder of the building which is not a private residence
  - 1.2) not insured in the name of a **private individual**
- 2) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situate thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**

### **Private residence property**

means private dwelling houses flats or other dwellings including household contents and personal effects

### **Virus**

means program code programming instructions 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 includes but is not limited to Trojan horses worms and logic bombs

<b>Terrorism Section</b>
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Insurance Provided

**Damage** or **consequential loss** in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 occasioned by or happening through or in consequence of **terrorism**

## Limit of Liability

**Our** liability for **damage** under this Section will not exceed for any one **event** the Limit of Liability for each Item of insured **property** stated upon each **appendix** of this **policy** or Limit or maximum liability stated in any Extension in respect of any one **period of insurance**

**Our** liability for **consequential loss** under a **Business Interruption Section** shall not exceed for any one **event** in the whole the Total Sum Insured or in respect of any Item the Sum Insured or any other Limit of Liability stated as the **basis of claims settlement** at the time of the **consequential loss** for that item

<b>Exclusions</b>
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**We** shall not indemnify **you** for

- 1) any loss whatsoever or any **consequential loss** directly or indirectly occasioned by or happening through or in consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 2) any loss whatsoever or any expenditure resulting or arising there from or any **consequential loss** directly or indirectly caused by or contributed to by or arising from
  - 2.1) alteration or modification distortion corruption of or **damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software)
  - 2.2) any alteration modification distortion erasure corruption of data processed by any such computer or other computer or other equipment or component or system or item  
  
whether **your property** or not where such **damage** is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus** or **hacking** or **denial of service attack**
- 3) any loss whatsoever or any expenditure resulting or arising there from or any **consequential loss** directly or indirectly relating to a **private residence property** when insured in the name of a **private individual** caused by or contributed to by or arising from
  - 3.1) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - 3.2) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - 3.3) chemical and/or biological and/or radiological irritants contaminants or pollutants
- 4) any **damage** or cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **terrorism**
- 5) any **property** insured which is specifically excluded elsewhere in the Section or **policy**
- 6) any **property** which is insured by or would but for the existence of this Section or **policy** be insured by any form of
  - 6.1) motor insurance
  - 6.2) reinsurance policy or agreement

6.3) aviation marine or transit policy

7) the **excess** stated in the **appendix**

<b>Conditions</b>
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- 1) In any action suit or other proceedings where **we** allege that any **damage** or **consequential loss** is not covered the burden of proving that such loss is covered shall be upon **you**
- 2) Any terms in this Section or **policy** which provide for adjustments of premium based upon declarations on expiry or during the **period of insurance** do not apply to this Section
- 3) If this Section or **policy** is subject to any Long Term Agreement/Undertaking it does not apply to this Section
- 4) All the terms Conditions and Exclusions and Extensions of this Section or **policy** apply except in so far as they are hereby expressly varied