

Notice to Policyholders

This notice forms part of your Policy wording. Please read this notice in conjunction with your Policy wording and Schedule; it provides details of key changes that affect your Policy.

If this is a new Policy, the changes apply to your Policy wording effective from the start date of your Policy. If you are renewing your existing Policy, the changes apply from the renewal date of your Policy.

Amendment to the Definitions, Public Liability Section Exclusions and General Exclusions

Applicable to the whole Policy

Applicable to the Definitions Section

The following definitions are added:

DATA

Data of any sort whatever, including without limitation tangible or intangible data, and any 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 information whatsoever.

DENIAL OF SERVICE 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 or **SYSTEMS**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **SYSTEMS**.

HACKING

Unauthorised access to any **SYSTEM** whether owned by the **INSURED** or not.

PHISHING

Any access or attempted access to **DATA** made by means of misrepresentation or deception.

SYSTEM

Computer or other equipment or component or system or item which processes, stores, transmits or receives **DATA**.

TERRORISM

Acts of persons 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.

VIRUS

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **SYSTEMS**, **DATA** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Applicable to the Exclusions to the Public Liability Insurance Section

Exclusion 12 Date Recognition/Discontinuity is deleted.

Applicable to the General Exclusions Section

Exclusion 3 Terrorism is cancelled and replaced by the following:

3 Terrorism

liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with

- (a) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

In any action suit or other proceedings where the **COMPANY** alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon the **INSURED**

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Exclusion 4 Electronic Risks is added as follows:

4 Electronic Risks

loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from:

- (a) **DAMAGE** to any **SYSTEM** whether owned by the **INSURED** or not and whether tangible or intangible including any **DATA** where such **DAMAGE** is caused by programming or operating error by any person, acts of malicious persons, **VIRUS, HACKING, PHISHING, DENIAL OF SERVICE ATTACK** or failure of any external network
- (b) loss, alteration, modification, distortion, erasure, corruption or **HACKING of DATA**
- (c) any misinterpretation, use or misuse of **DATA**
- (d) unauthorised transmission of **DATA** to any third party or transmission of any **VIRUS**
- (e) **DAMAGE** to any other **PROPERTY** directly or indirectly caused by, contributed to by or arising from **DAMAGE** described in i, ii, iii or iv of this Exclusion

but this shall not exclude accidental **DAMAGE** to insured **PROPERTY** which results from a **DEFINED PERIL**, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

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