



# NOTICE TO INSURED – TERRORISM INSURANCE

IMPORTANT INFORMATION ABOUT  
CHANGES TO YOUR POLICY WORDING



**This is only applicable where the Terrorism Insurance cover is shown as operative in the schedule.**

Following a review of their cover, Pool Re has widened the scope of Terrorism Insurance to provide for increased coverage following cyber terrorism losses. Cover is extended where certain defined perils operate resulting from damage to Computer Systems or alteration of Data.

There are also new definitions of Covered Loss, Computer Systems, Data and Property.

The amended wording will apply from the Policy renewal date.

The Terrorism Insurance section is restated as follows:

## All Risks Terrorism Insurance

Notwithstanding any provisions to the contrary within this Policy the insurance in respect of all items insured by the Applicable Sections is extended to include Terrorism Insurance as specified below

This Policy includes Damage or loss resulting from Damage to Property and consequential loss resulting therefrom insofar and to the extent that it is insured by this Policy in the Territories stated below caused by or resulting from an Act of Terrorism

provided always that Terrorism Insurance is

- A) subject to Exclusions 1-4 below
- B) not subject to any other exclusions stated in this Policy

provided also that the Company's liability in any one Period of Insurance shall not exceed

- A) in the whole the total Sum Insured
- B) in respect of any item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in this Policy

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any Insured's Contribution

Territory	Limit of Liability
1. Great Britain	As otherwise specified in this Policy
2. A) The Channel Islands	As otherwise specified in this Policy but not exceeding
B) The Isle of Man	in total £10,000,000
3. Elsewhere in the world	Not insured

## Exclusions

Terrorism Insurance does not cover

### 1 Riot civil commotion War and Allied Risks

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 Electronic Risks

any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

- A) Damage to or the destruction of any Computer System or
- B) any alteration modification distortion erasure or corruption of Data

in each case whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

### 3 Nuclear Installation or Nuclear Reactor

any loss whatsoever or any consequential loss resulting or arising from Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated 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

### 4 Nuclear Risks and Chemical Biological and Radiological Contamination

in respect of

- i) property situated in the Channel Islands and the Isle of Man
- ii) Residential Property insured in the name of a Private Individual

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- A) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- C) chemical and/or biological and/or radiological irritants contaminants or pollutants

## Special Provision

### 'Cyber Terrorism'

This Special Provision applies only to Property situated within Great Britain only

Exclusion 2A) and 2B) above shall not apply to any Covered Loss provided that such Covered Loss

- i. results directly (or solely as regards ii. c) below indirectly) from fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any Computer System and
- ii. comprises
  - a) the cost of reinstatement replacement or repair in respect of damage to or destruction of Property insured by the Insured
  - or
  - b) the amount of business interruption loss suffered directly by the Insured by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either

- i. damage to or destruction of Property insured by the Insured
- or
- ii. as a direct result of denial prevention or hindrance of access to or use of the Property insured by the Insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by the Insured to which access is affected

or

- c) the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss

and

- iii. is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state

The meaning of Property for the purposes of this Special Provision shall (additionally to those exclusions within the definition of Property below) exclude

- A. any Money (as defined within this Policy) money currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial instrument or any sort whatever

and

- B. any Data

Notwithstanding the exclusion of Data from Property to the extent that Damage to or destruction of Property within the meaning of ii. within this Special Provision indirectly results from any alteration modification distortion erasure or corruption of Data because the occurrence of one or more of the matters referred to in i. within this Special Provision results directly or indirectly from any alteration modification distortion erasure or corruption of Data that shall not prevent cost or business interruption loss directly resulting from Damage to or destruction of such Property from being recoverable under this Special Provision

In no other circumstances than the previous paragraph however will any loss or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of Data be recoverable under this Terrorism Insurance

## Definitions

### Act of Terrorism means

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

### Computer Systems means

a computer or other equipment or component or system or item which processes stores transmits or receives Data

### Covered Loss means

all losses arising under this Policy as a result of Damage to or the destruction of Property in the Territory the proximate cause of which is an Act of Terrorism

### Damage means

accidental loss destruction or damage

### Data means

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 means

any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or Computer Systems

The definition of Denial of Service Attack includes but is 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 and the procurement of such actions or instructions by other Computer Systems

### Great Britain means

England Wales and Scotland but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987)

### Hacking means

unauthorised access to any Computer System whether the property of the Insured 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

- A) the production or use of atomic energy

or

- B) the 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

or

- C) the 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 made by means of misrepresentation or deception

**Property means**

Property Insured (as defined within the Property Damage Insurance section of this Policy) and any other property whatsoever but excluding

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless
  - i) insured under the same contract of insurance as the remainder of the building which is not a private residence or
  - ii) not insured in the name of an individual
- B) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated 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 Individual means**

any person other than

- a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- b) a person who owns Residential Property for the purpose of their business as a sole trader

This definition only applies to Property held in trust or as part of a sole trader's business and not their private residence(s)

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured

**Residential Property means**

houses and blocks of flats and other dwellings (including household contents and personal effects of every description)

**Virus or Similar Mechanism means**

any 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 Computer Systems Data 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 and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

**Special Conditions**

- 1 In any action suit or other proceedings where the Company alleges that any Damage or loss resulting from Damage is not covered by this Terrorism Insurance the burden of proving that such Damage or loss is covered shall be upon the Insured
- 2 Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance
- 3 If this Policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance

All the terms definitions provisions conditions and extensions of this Policy apply except in so far as they are hereby expressly varied

**If you require additional information please contact your usual insurance adviser or RSA at the address stated in your policy.**

**Please attach this document to your Policy wording and retain in a safe place for future reference.**





