

Business Package Cyber and Vicinity Endorsement

Policy Amendments

The following amendments are applicable to this Policy:

General Definitions -

The following General Definitions are added to this Policy:

Computer System

Any computer, hardware, software, communication system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility, owned or operated by You or any other party.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

a Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b any partial or total disruption to, unavailability of, or failure to access, process, use or operate any Computer System or a series of such related events.

Cyber Loss

Any loss, damage, liability, claim, cost or expense, of whatsoever nature, arising from or connected with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored, by a Computer System.

Data Processing Media

Any physical property insured by this Policy on which Data can be stored but not the Data itself.

General Exclusions -

General Exclusion 7 Computer Virus and Hacking of this Policy, is deleted and replaced by the following:

7 Cyber

a Cyber Loss; or

b loss, damage, liability, claim, cost, expense of whatsoever nature, arising from or connected with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

Provided that:

a the exclusion at item **a** above will not apply to:

i any Damage to property insured and resulting business interruption, where insured by this Policy and which is not otherwise excluded under this Policy, which results from any fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water, oil or beverages from any tank or apparatus or pipe, sprinkler leakage or impact by any vehicle or animal; or

ii any liability not otherwise excluded under Section 7: Public Liability and Section 8: Products Liability, of this Policy, where insured, for ensuing Bodily Injury or Damage to Property (Bodily Injury and Property being as defined in those Sections),

which results from a Cyber Incident unless that Cyber Incident is arising from or connected with a Cyber Act; and

b the exclusion at item **b** above will not apply where Data Processing Media owned or operated by You suffers physical loss or physical damage. In no event will cover under this Policy exceed the cost of repairing or replacing the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation will be no higher than the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to You or any other party, even if such Data cannot be recreated, gathered or assembled.

Business Package Cyber and Vicinity Endorsement

We will not indemnify You for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

This General Exclusion will not apply to Section 6: Employers Liability, Section 10: Engineering, Section 13: Terrorism and Section 14: Cyber, of this Policy.

Section 2: Business Interruption - Extension G Denial of Access

The words "In the vicinity" are deleted and replaced by the words "Within one mile".

Extension J Public Emergency

The words

"Loss resulting from interruption to or interference with the Business at the Premises in consequence of the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property, in the vicinity of the Premises, which commencing during the Period of Insurance, prevents or hinders the use of or access to the Premises, excluding:"

are deleted and replaced by the words:

"Loss resulting from interruption to or interference with the Business at the Premises in consequence of the actions or advice of a competent Public Authority due to an emergency within one mile of the Premises, likely to endanger life or property, which commencing during the Period of Insurance, prevents or hinders the use of or access to the Premises, excluding:"

Section 13: Terrorism -

The Definition of Computer Systems under this Section is deleted and replaced by the following:

Computer System

For the purpose of this Section only, a Computer System will mean a computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

The Definition of Data under this Section is deleted and replaced by the following:

Data

For the purpose of this Section only, Data will mean 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 whatever.