Terrorism Insurance Wording

Cover effected through Beech Underwriting Agencies Ltd.

This is to certify that in accordance with the authorisation granted under the Contract (the number that is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions herein or endorsed hereon.

False or Fraudulent Claims; we would draw your attention to Condition 16 which sets out your rights and responsibilities with respect to Fraud.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by

Daniel Berry

Daniel Berry
Chief Underwriting Officer – Brown & Brown (Europe)

The Certificate Schedule which specifies the operative sections is your evidence of insurance and may be required in the event of a claim. Please read the Schedule and the Certificate and return it immediately if it is not in accordance with your requirements. If you decide within 14 days of receipt that you do not wish to accept the Certificate, return it and provided no claims have been made, we will refund the premium. The Certificate is designed for easy amendment, therefore should you request any change in cover, an updated Schedule will be issued.

HOW TO MAKE A CLAIM.

Please Contact:

Beech Underwriting Agencies Ltd
For postal address, see certificate schedule.
Tel: - 01622 755218 Email: - info@beechunderwriting.co.uk

HOW TO MAKE A COMPLAINT

Please see complaints procedure on your certificate schedule.

Your personal information notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact or the agent or broker that arranged your insurance who will provide you with our contact details

LMA9151

INSURING CLAUSE

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property of the Insured and /or subsidiary and/or associated divisions as stated in the Schedule attaching and forming part of this Certificate (hereinafter referred to as the "Schedule") against physical loss or physical damage, arising from an occurrence during the period of this Certificate caused by an Act of Terrorism or Sabotage, or a Verified Threat as herein defined.

DEFINTIONS

Act of Terrorism
An Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Civil Commotion
Means a substantial violent uprising by a large number of persons assembled together and acting with common purpose or intent

Malicious Damage
Means the loss, damage or destruction of property caused by the actions of anyone intending to cause harm or mischief during the disturbance of the public peace.

Riot
Means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.

Sabotage
An Act of Sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Strike
Means a work stoppage to enforce demands made on an employer or to protest against an act or condition.

Verified Threat
Verified Threat means a threat of an intention to cause physical damage, loss of life or bodily injury by an act of Terrorism or Sabotage and which poses an immediate and real risk of occurring within the vicinity of the premises.
Verified means either, (a) a threat that has been passed to you by the Police or an Officer of Her Majesty's Government; or (b) you have informed the Police immediately after you become aware of a device you suspect could be harmful at or within the vicinity of your premises.

Vicinity
Vicinity means within one mile of your premises.

PROPERTY EXCLUDED - This Certificate does not cover physical loss or physical damage to:

1. Land or land values.
2. Power transmission, feeder lines or pipelines not on the Insured's premises.
3. Aircraft or any other aerial device, or watercraft.
4. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.
5. Animals, plants and living things of all types.
6. Property in transit not on the Insured's premises

CONDITIONS

1. **JOINT INSUREDS -** The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the sum insured shown in the Schedule. The Underwriters shall have

no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

2. **OTHER INSURANCE -** This Certificate shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Certificate. When this Certificate is written specifically in excess of other insurance covering the peril insured hereunder, this Certificate shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this Certificate in excess of the deductible with respect to each and every covered loss.

3. **SITUATION -** This Certificate insures property located at the addresses stated in the Schedule.

4. **SUM INSURED -** The Underwriters hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each occurrence and in the aggregate.

5. **DEDUCTIBLE -** Each occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

6. **OCCURRENCE-** The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses sustained by the Insured at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Certificate unless the Insured shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Certificate.

7. **DEBRIS REMOVAL -** This Certificate also covers, within the sum insured, expenses incurred in the removal from the insured location of debris of property stated in the Schedule damaged by an Act of Terrorism or an Act of Sabotage. The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

8. **DUE DILIGENCE -** The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

9. **PROTECTION MAINTENANCE -** It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Certificate and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

10. **VALUATION -** It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;

Until replacement has been effected the amount of liability under this Certificate in respect of loss shall be limited to the actual cash value at the time of loss;

If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Certificate.

The Underwriters' liability for loss under this Certificate shall not exceed the smallest of the following amounts: -

The Certificate limit applicable to the destroyed or damaged property, The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss,

The amount actually and necessarily expended in replacing said property or any part thereof. The Underwriters will normally expect the Insured to carry out repair or replacement of the insured property, but if the Insured and the Underwriters agree that it is not practicable or reasonable to do this, the Underwriters will pay the Insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The Underwriters will only pay the Insured up to the Sum Insured shown in the Schedule.

11. **INCORRECT DECLARATION PENALTY -** If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

12. **NOTIFICATION OF CLAIMS -** The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters and or the Agent, named for that purpose in the Schedule, who is to advise the Underwriters within seven (7) days of such knowledge of any occurrence and it is a condition precedent to the liability of Underwriters that such notification is given by the Insured as provided for by this Certificate.
If the Insured makes a claim under this Insurance he must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

13. **PROOF OF LOSS -** The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss within two years of the expiry date of this Certificate, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Certificate, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Certificate applies and the quantum of loss shall fall upon the Insured.

14. **SUBROGATION -** Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Certificate or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Certificate, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefore. The Insured shall execute all papers required, shall cooperate with Underwriters and, upon the Underwriters’ request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

(i) Any interest, (including the Insured’s), exclusive of any deductible or self-insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Certificate shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);

(ii) Out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Certificate;

(iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Certificate, with respect to the amount of such primary insurance, deductible, self-insured retention, and/or loss of a type not covered by this Certificate.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

15. **SALVAGE AND RECOVERIES -** All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Certificate shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

INSURANCE ACT 2015 - FRAUDULENT CLAIMS CLAUSE

1) If the Insured makes a fraudulent claim under this insurance contract, the Insurer:
a) Is not liable to pay the claim; and
b) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
c) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If the Insurer exercises its right under clause (1) (c) above:
a) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
b) The Insurer need not return any of the premiums paid.

<u>Fraudulent claims – group insurance</u>

3) If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause (1) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

LMA5256 16 March 2016

16. **DUTY OF FAIR REPRESENTATION AND MISREPRESENTATION -** The Insured and/or Joint Insured must disclose to the insurers all material circumstances which it knows, or ought to know. An Insured or Joint Insured "ought to know" information that should reasonably have been revealed by a reasonable search of information available to it. If the Insured or Joint Insured fails to disclose all material information, or conceals / misrepresents a material fact or circumstance relating to this Insurance, then Insurers may avoid the contract and refuse to pay all claims. Insurers may not be required to return the premium paid. All remedies available to Insurers are contained in the Insurance Act 2015 Part 2 Section 8.

18 **ABANDONMENT -** There shall be no abandonment to the Underwriters of any property.

19 **INSPECTION AND AUDIT -** The Underwriters or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Insured's books and records at any time up to two years after the final termination of this Certificate, as far as they relate to the subject matter of this Insurance.

20 **ASSIGNMENT -** Assignment or transfer of this Certificate shall not be valid except with the prior written consent of the Underwriters.

21 **RIGHTS OF THIRD PARTIES EXCLUSION -** This Certificate is effected solely between the Insured and the Underwriters. This Certificate shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Certificate. This clause shall not affect the rights of the Insured.

22 **CANCELLATION -** This Certificate may be cancelled by the Insured by giving written notice to Beech Underwriting Agencies Ltd at the address shown on the first page of this Certificate.

In the event of non-payment of premium this Certificate may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or the Agent by registered, certified, or other first class mail, at the Insured's address as shown in this Certificate, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Certificate shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

23 **ARBITRATION –** This Certificate shall be subject to the rules of the London Court of International Arbitration (LCIA). If the Insured and Underwriters fail to agree in whole or in part regarding any aspect of this Certificate, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two (2) chosen shall before commencing the arbitration select a competent and disinterested umpire.

The arbitrators together shall determine such matters in which the Insured and Underwriters shall so fail to agree and shall make an award thereon and the award in writing of any two (2), duly verified, shall determine the same, and if they fail to agree, they will submit their differences to the umpire.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

24 **SEVERAL LIABILITY -** The Underwriters' obligations under this Certificate are several and not joint and are limited solely to their individual subscriptions. The Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

25 **LEGAL ACTION AGAINST UNDERWRITERS -** No one may bring a legal action against Underwriters unless:

There has been full compliance by the Insured with all of the terms of this Certificate; and the action is brought within two (2) years after the expiry or cancellation of this Certificate.

26 **MATERIAL CHANGES -** The Insured shall notify the Underwriters of any change of circumstances which would materially affect this Insurance.

27 **EXPERTS FEES -** This Insurance includes, within the sum insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Policy.

28 **LAW AND JURISDICTION -** The construction, validity and performance of this Certificate shall be governed by the Law of England and all disputes which may arise under, out of, in connection with or in relation to the Certificate or to the determination of the amount of loss hereunder shall be submitted to arbitration at the London Court of International Arbitration in accordance with its rules at the date of such submission. The award rendered by the Arbitrator(s) shall be final and binding upon all parties and judgement thereon may be entered in any court having jurisdiction.

29 **SANCTIONS SUSPENSION CLAUSE** - It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

a. United Nations' resolution(s); or
b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

LOSSES EXCLUDED - This Certificate does not insure against:-

1 Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

2 Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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3 Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage.

4 Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.

5 Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

a) any loss, damage, cost or expense, or

b) any increase in insured loss, damage, cost or expense, or

c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

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6 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

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7 Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.

8 Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.

9 Loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:

a. The failure, error or malfunction of any computer, computer system, computer software programme, code or process or any other electronic system; or
b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Certificate) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

10 Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.

11 Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.

12 Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by Underwriters in writing prior to such measures being taken.

13 Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality.

14 Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.

15 Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.

16 Loss or damage caused by mysterious disappearance or unexplained loss.

17 Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

18 Cyber and Data Exclusion

1. This Contract does not cover loss or damage directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

    a. any electronic means including but not limited to a Cyber Act or the use of any electromagnetic weapon;
    b. 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.

2. Subject to all the terms and conditions of this Contract, this exclusion shall not operate to exclude physical loss or physical damage to property insured under this Contract arising from the use of any Computer System in the launch and/or guidance and/or firing mechanism of any weapon or missile as part of an act that would otherwise be covered under this Contract (as defined in and where insured by the contract to which this endorsement is attached).

3. This endorsement takes precedence over any conflicting provision in this Contract or any other endorsement(s).
4. If Underwriters allege that this exclusion applies to any claim under this Contract the burden of proving the contrary shall be upon the Insured.
5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Definitions

1. Computer System means any computer, hardware, software, communications 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 the Insured or any other party.

2. Cyber Act means 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.

3. Data means 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.

All other terms and conditions remain unaltered.

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19 Communicable Disease Endorsement

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

   2.1. for a Communicable Disease, or

   2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

   3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

   3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

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<u>EXTENSIONS</u>

<u>BUSINESS INTERRUPTION:</u>

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Certificate to which this Extension is attached, and also to the FOLLOWING ADDITIONAL CONDITIONS, EXCLUSIONS AND LIMITATIONS, this Certificate is extended to cover loss resulting from necessary Interruption of Business caused by Direct Physical Loss or Damage, or a verified Threat as covered by the Policy to which this Extension is attached, to the Property Insured.

In the event of such Direct Physical Loss or Damage, or a verified Threat, the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary Interruption of Business, but not exceeding the reduction in Gross Earnings, as defined hereafter, less charges and expenses which are not necessary during the Interruption of Business, for a period not to exceed the lesser of:-

a) such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged,

or

b) the calendar months stated in the Schedule

or

c) 7 days in respect of a verified threat after the applicable excess period

commencing with the date of such Direct Physical Loss or Damage, except for a verified Threat which will have an excess period of 24 hours and not limited by the expiration of this Certificate.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

LOSS OF RENTAL INCOME EXTENSION & / or ALTERNATIVE ACCOMMODATION:

For the purposes of this Extension “Rental Income & or Alternative Accommodation” is defined as the sum of:-

a) The anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the insured, and

b) The amount of all charges which are the legal obligations of the tenants and which would otherwise be obligations of the Insured, and

c) The fair rental value of any portion of such property which is occupied by the Insured.

d) Additional cost of alternative accommodation, substantially the same as your existing accommodation which you have to pay for while the buildings cannot be lived in following loss or damage

e) Cost of alternative accommodation for domestic pets, limited to cats and dogs only, up to a limit as shown on the schedule per event.

f) Cost of up to seven nights alternative, emergency accommodation, to a limit as shown on the schedule per night, per occupier/tenant, as shown on the schedule per event. This shall be covered even where alternative accommodation is shown as ‘not insured’ in the schedule.

In determining Rental Income due consideration shall be given to the rental experience before the date of the damage or destruction and the probable experience thereafter had no loss occurred and the maximum amount payable shall not exceed the sum insured shown on the schedule.

INCREASED COST OF WORKING:

DEFINITIONS

1. **INCREASED COST OF WORKING**

The additional expenditure beyond that recoverable under the Business Interruption Extension necessarily and reasonably incurred to continue the operation of the Insured’s business as nearly as reasonably practicable during the Indemnity Period over and above the cost that would normally have been incurred to conduct the business during the same period had no loss or damage occurred, subject to the limit shown on the schedule.

2. **INDEMNITY PERIOD**

The period beginning with the date of an act or series of acts of Terrorism and/or Sabotage and ending not later than the end of the period specified in the Schedule during which the results of the business shall be affected in consequence of the act or series of acts of Terrorism and/or Sabotage.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION CLEAN UP (WRITE-BACK):

Notwithstanding any provision to the contrary within this Certificate, if:

a) The insured property suffers damage by an act or series of acts of Terrorism and/or Sabotage and such property contains chemical and/or biological and/or radiological and/or mineral agents which are stored or used in any processes conducted on the insured property; and
b) The act or series of acts of Terrorism and/or Sabotage is the sole, immediate and direct cause of seepage onto, and/or pollution and/or contamination of the insured property,

this insurance will provide cover for the resulting damage to the insured property and the reasonable and necessary expense incurred by the Insured for clean-up within the perimeter of the insured property, up to any sub-limit shown on the Schedule.

Provided that:

a) On the date of loss there is no nuclear reactor or any new or used nuclear fuel on the insured property; and
b) Within one year of the commencement of the act or series of acts of Terrorism and/or Sabotage which caused the original damage, the Insured because aware of, and advised insurers of, the amount of:
    (i) The resulting damage and the reasonable and necessary expense incurred for the clean-up operations; and
    (ii) Any other interest to be claimed under this Extension as a result of the resulting damage.

Notwithstanding the foregoing, the cost of resulting damage and the reasonable and necessary expense incurred by the Insured for clean-up operations shall not be considered in determining the value of the insured property.

UTILITIES:

Losses resulting from interruption or interference with the Insured's Rental Income from the insured property after the expiry of 24 hours following an act or series of acts of Terrorism and/or Sabotage, occurring during the Indemnity Period and caused by damage by an act or series of acts of Terrorism and/or Sabotage to facilities, installations and/or equipment, pipes, lines, wires and the like supplying the insured property with gas, electricity, water, effluent, telecommunications or internet provision services up to the sub-limit shown on the schedule.

BRAND REHABILITATION:

Such reasonably and necessarily incurred costs for advertising and/or the use of a public relations firm, solely for the purpose of avoiding or diminishing a reduction in turnover or resuming or maintaining normal business following damage to insured property by an act or series of acts of Terrorism and/or Sabotage, or a Verified Threat thereof, up to any sub-limit shown in the Schedule.

Provided that:

a) The appointment of any public relations firm is subject to Underwriters' prior consent;
b) The act or series of acts of Terrorism and/or Sabotage, or Verified Threat thereof, giving rise to a claim under this insurance results in an insured loss exceeding 10% of the total Sum Insured as stated in the Schedule; and
c) The payment of such costs by Underwriters is not provided for elsewhere in this Certificate.

LOSS OF ATTRACTION:

Actual loss sustained by the Insured and resulting from interruption of or interference with the Insured's business after the expiry of 24 hours following an act or series of acts of Terrorism and/or Sabotage, or a Verified Threat thereof, to property located within 200 meters of the insured property, occurring during the period of this Certificate and subject to any sub-limit shown on the Schedule.

DENIAL OF ACCESS:

Losses attributable to the prevention or hindrance of use of or access to the insured property, up to any sub-limit shown on the Schedule, occurring during the period of this Certificate but after the expiry of 24 hours following the act or series of acts of Terrorism and/or Sabotage, or Verified Threat thereof, occurring within a one (1) mile radius of the insured property.

EXPENSES:

Such expenses as are necessarily incurred for the purpose of reducing loss under these Extensions (except expenses incurred to extinguish a fire) and, in respect of manufacturing risks, such expense, in excess of Normal, as would necessarily be incurred in replacing any Finished Stock used by the Insured to reduce loss under this Extension, but in no event to exceed the amount by which loss under this Extension is thereby reduced. Such expenses shall not be subject to the application of any contribution clause.

CYBER ATTACK (LIMITED WRITE-BACK):

The following Extension is subject to the payment of additional premium.

Property Cyber and Data Endorsement

1. Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto this insurance excludes any:
   1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
   1.2 Loss, damage, liability, claim, cost, expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection 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, unless subject to the provisions of paragraph 3,

   regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this insurance or any endorsement thereto, this insurance covers physical loss or physical damage to property insured caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this insurance or any endorsements thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this insurance, then this insurance will cover the cost to repair or replace 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 shall be the cost of the blank Data Processing Media. However, this insurance excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

5. This endorsement supersedes and, if in conflict with any other wording in this insurance or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection 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.

7. Cyber Act means 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.

8. Cyber Incident means:

8.1 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

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9. Computer System means any computer, hardware, software, communications 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 the Insured or any other party.

10. Data means 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.

11. Data Processing Media means any property insured by this Certificate on which Data can be stored but not the Data itself.

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11 November 2019

CONDITIONS APPLICABLE TO EXTENSIONS

1. Direct Loss or Damage: - No claim shall be payable under these Extensions unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Loss or Damage to Property Insured, or a verified threat under the Certificate to which this Extension is attached and which directly gives rise to a financial loss.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Certificate which excludes liability for losses below a specified amount.

2. Values Declared (and Incorrect Declaration Penalty): - The premium for these Extensions has been based on a statement of individual values declared to and agreed by the Underwriters at the inception of the Policy and stated in the Schedule.

If any of the individual values declared are less than the equivalent amount of the Coinsurance percentage, as stated in the Schedule, of the Loss of Rental Income values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

3. Resumption of Operations: - If the Insured could reduce the loss of Rental Income,

a) by complete or partial resumption of operation of the property,
and/or
b) by making use of Merchandise, Stock (Raw, In Process or Finished), or any other property at the Insured's locations or elsewhere,
and/or

c) by using or increasing operations elsewhere, then such possible reduction shall be taken into account in arriving at the amount of loss hereunder.

EXCLUSIONS APPLICABLE TO EXTENSIONS

These Extensions do not insure against:-

1. an increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;

2. an increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from untenantability and then the Underwriters shall be liable for only such loss as affects the Insured's earnings or income during, and limited to, the period of indemnity covered under this Certificate;

3. an increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;

4. loss of market or any other consequential loss.

LIMITATIONS APPLICABLE TO EXTENSIONS

1. The Underwriters shall not be liable for more than the smaller of either:-

a) any specific Loss of Rent Sum Insured stated in the Schedule; or,

b) the Sum Insured stated in the Schedule, where such includes Loss of Rent, in respect of such loss, regardless of the number of locations suffering a Loss of Rent as a result of any one occurrence.

2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, by the perils insured against, the length of time for which the Underwriters shall be liable hereunder shall not exceed:-

a) thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,

b) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding twelve (12) calendar months, whichever is the greater length of time.

DEFINITIONS

1. Gross Earnings are for the assessment of premium and for adjustment in the event of loss defined as,

The sum of:-

a) total net sales value of production or sales of Merchandise,
and
b) other earnings derived from the operations of the business, less the cost of

a) Raw Stock from which production is derived,

b) supplies consisting of materials consumed directly in the conversion of such Raw Stock into Finished Stock, or in supplying the services sold by the Insured,

c) Merchandise sold including packaging materials therefore,

d) materials and supplies consumed directly in supplying the service(s) sold by the Insured,

e) service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract,

f) the difference between the cost of production and the nett selling price of Finished Stock which has been sold but not delivered.

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

1. Raw Stock - Material in the state in which the Insured receives it for conversion into Finished Stock.

2. Stock in Process - Raw Stock which has undergone any ageing, seasoning, mechanical or other process of manufacture at the Insured's premises but which has not become Finished Stock.

3. Finished Stock - Stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

4. Merchandise - Goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

5. Normal - The condition that would have existed had no loss occurred.