

ALL RISKS TERRORISM INSURANCE(RSA)

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 the Property Insured 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 – 3 specified 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 the Policy

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after 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) b) The Isle of Man)	As otherwise specified in this Policy but not exceeding 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 or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from 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) and whether the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack
3. **Nuclear Risks and Chemical Biological and Radiological Contamination**
in respect of

property situated in the Channel Islands and the Isle of Man
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 chemical and/or biological and/or radiological irritants contaminants or pollutants

Definitions

Damage means
accidental loss destruction or damage

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 government de jure or de facto

Great Britain means
England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)

Virus or Similar Mechanism means
any program code programming instruction 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 or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking means
unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the insured or not

Denial of Service Attack 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 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

Residential Property means
houses and blocks of flats and other dwellings (including household contents and person effects of every description)

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

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

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 Policy 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