

General ENDORSEMENTS applicable to this Policy if shown to be operative on the Certificate of Insurance

0150 Date Related Performance and Functionality

This Policy does not cover any:-

- (i) loss destruction or damage
- (ii) consequential loss additional expenditure or extra expenses
- (iii) legal liability
- (iv) other fees costs disbursements awards or other expenses

of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from

(a) the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date

(b) any DATA PROCESSING SYSTEM responding to or dealing in any way with

(i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates

(ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is the property of the Insured or not and whether operating before during or after the Year 2000

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent loss destruction or damage or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy.

DEFINITIONS

For the purposes of this Endorsement, the following special meanings shall apply:-

"DATA PROCESSING SYSTEM" shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

"DEFINED PERILS" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

5730 Exclusion of Asbestos

The indemnity granted by Section C - Property Owners Liability of this Policy shall not apply to or include:

any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives.

T970 E-Risk Exclusion

GENERAL EXCLUSION - T970

This Policy does not cover

(1) DAMAGE to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such DAMAGE is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.

(2) CONSEQUENTIAL LOSS directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

But this shall not exclude DAMAGE or CONSEQUENTIAL LOSS which results from a Defined Peril (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

DEFINITIONS

For the purposes of this General Exclusion the following special meanings shall apply:

"Virus or Similar Mechanism" means 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 transmits retrieves or receives 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 network services network connectivity or information 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 and the generation of excess or non-genuine traffic between and amongst networks.

T955 Terrorism Exclusion

The following Endorsement applies to your policy with effect from inception or the first renewal date on or after the 1st January 2003.

The Exclusion, Definition and Special Provision on your Policy relating to terrorism are cancelled and replaced as follows:

A. EXCLUSION IN RESPECT OF TERRORISM

This Policy does not cover loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (i) involves violence against one or more persons; or
- (ii) involves damage to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system

2. any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in (1) above.

In any action or suit or other proceedings where the Insurers allege that by reason of this EXCLUSION cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the Insured.

B - NORTHERN IRELAND EXCLUSION

This Policy does not cover DAMAGE or CONSEQUENTIAL LOSS in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of DAMAGE or CONSEQUENTIAL LOSS by Fire or Explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons.

T923

Terrorism Clause (POL)

The following Exclusion is added to General Exclusions applying to section C - property owners' liability

5. Any consequence, arising directly or indirectly from terrorism.

For the purposes of this section 'terrorism' means any act

- (1) involving serious violence against a person; and/or
- (2) involving serious damage to property: and/or
- (3) endangering a person' life, other than that of the person committing the act: and/or
- (4) creating a serious risk to health and safety of the public or a section of the public: and/or
- (5) designed seriously to interfere with or seriously to disrupt an electronic system

the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to influence any government or to intimidate the public or a section of the public.

**THE SCHEDULE
(Risk Details)**

SECTION A - MATERIAL DAMAGE

The Property Insured

Item No	Description	Sum Insured	
1	Buildings	£)	As individually detailed on the Certificate of Insurance
2	Landlords' Contents)	
3	Office Contents	£))	

COVERS OPERATIVE - As stated in the Certificate of Insurance

AMOUNTS OF THE EXCESS (unless otherwise stated in the Certificate of Insurance)

DAMAGE BY

<u>Covers (Short Title)</u>	<u>Excess</u>
Fire	Nil
Theft	£100
Explosion	Nil
Aircraft	Nil
Riot & Civil Commotion	Nil
Malicious Persons (not acting on behalf of or in connection with any political organisation)	£100
Earthquake	Nil
Subterranean Fire	Nil
Storm & Flood	£100
Escape of Water/Fuel Oil	£100
Impact	£100
Subsidence	£1,000
All Other Damage	£100

INDEX LINKING

No

SUPPLEMENTARY CONDITIONS

Operative

Inflation Protection -Day 1

35%

Under Special Condition V (b) the % of the Declared Value is 100.0 %

European Community and Public Authorities'

Yes

85% Reinstatement Conditions

No

Unless otherwise stated in the Certificate of Insurance

SECTION B1 - BUSINESS INTERRUPTION

Item No	Description	Estimated Amount
1	Estimated Rent Receivable	As individually detailed on the Certificate of insurance
Covers Operative:	As stated in the Certificate of Insurance	
The Premises)	As previously described	
The Business)		
Maximum Indemnity Period:	As stated in the Certificate of Insurance	

SECTION C – PROPERTY OWNERS’ LIABILITY

Public Liability

Limit of Indemnity

£5,000,000
Or as stated on the Certificate if each location differs

Products Liability

Limit of Indemnity

£5,000,000
See above

SECTION D – EMPLOYERS’ LIABILITY

Limit of Indemnity

£10,000,000
Or nil if not applicable