

## Quotation

Quote Number: AP4T558NQH02

### Insurance Details

|                                              |                                                                                                                                                          |                |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Period of Insurance:</b>                  | From: 16/04/2026<br>both days inclusive                                                                                                                  | To: 15/04/2027 |
| <b>Underwritten by:</b>                      | Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy                                                              |                |
| <b>General terms and conditions wording:</b> | 15661 WD-PIP-UK-GTCA(2)<br>The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below |                |
| <b>Anniversary Date:</b>                     | 16/04/2027                                                                                                                                               |                |
| <b>Effective Date:</b>                       | 16/04/2026                                                                                                                                               |                |

### Insured Details

|                                                  |                                                                                                                             |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Insured:</b>                                  | Airwaves Facilities Management Limited                                                                                      |
| <b>Address:</b>                                  | Home Farm<br>The Woodyard<br>Berkswell<br>CV7 7SL<br>United Kingdom                                                         |
| <b>Risk Address:</b>                             | Same as policyholder address                                                                                                |
| <b>Additional Insureds:</b>                      | There are no Additional Insureds on this policy                                                                             |
| <b>Business Description:</b>                     | Installation, maintenance, sale or supply of electrical, security or fire detection, suppression or extinguishing equipment |
| <b>Cover based off an estimated turnover of:</b> | £100,000.00                                                                                                                 |

### Premium Details

|                             |         |                         |        |             |        |
|-----------------------------|---------|-------------------------|--------|-------------|--------|
| <b>Annual Premium:</b>      | £180.47 | <b>Annual Tax:</b>      | £21.66 | <b>Fee:</b> | £30.00 |
| <b>Total to Pay:</b>        | £232.13 |                         |        |             |        |
| <b>Transaction Premium:</b> | £180.47 | <b>Transaction Tax:</b> | £21.66 | <b>Fee:</b> | £30.00 |
| <b>Total to pay:</b>        | £232.13 |                         |        |             |        |

### Claims Information

If you need to make a claim, you should contact our claims team on +44 (0)1206 773 899 (select option one or two as appropriate), Monday to Friday 9.00 am - 5.30 pm. You will need to provide your full name and contact details, the name of your

business or organisation, your address and postcode, the policy reference and circumstances of the claim.

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.

Professional Indemnity

|                      |                                                                                                                                                                                                               |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Limit of indemnity:  | £500,000                                                                                                                                                                                                      |
| Limit Applies to:    | Any one claim including defence costs                                                                                                                                                                         |
| Excess:              | £1,000                                                                                                                                                                                                        |
| Limit applies to:    | Each claim or loss excluding defence costs                                                                                                                                                                    |
| Geographical Limits: | The European Union, United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and Gibraltar                                                                                  |
| Applicable Courts:   | The European Union, United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and Gibraltar                                                                                  |
| Wording:             | 20870 WD-HSP-UK-PART-PI (1)                                                                                                                                                                                   |
| Business activity:   | Testing and inspection services, feasibility studies, design and technical information, advice, calculations and the supervision of construction or installation not carried out by you or your subcontractor |

Special Limits (included within and not in addition to the overall limit above)

|                            |                                         |
|----------------------------|-----------------------------------------|
| Criminal Proceeding Costs: | £100,000 in any one period of insurance |
|----------------------------|-----------------------------------------|

Endorsements

|                        |           |
|------------------------|-----------|
| 800.1 Retroactive Date | 15/4/2024 |
|------------------------|-----------|

Endorsements- applicable to the whole policy

## 6752.0 Amendment of cover: cyber claims and losses

The following are added to Special definitions for this section:

### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

The following is added to What is not covered:

### Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. fear or threat of a. to b. above; or

e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

We will not make any payment for any injury or illness resulting from mental anguish or distress.

#### **6730.0 Removal of cover: cyber claims and losses**

What is not covered 1. e. 'a virus or hacker.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

a. a cyber attack or fear or threat of a cyber attack;

b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by the cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## 86.0 Removal of cover: cyber claims and losses

### A. Additional definitions

The following are added to Special definitions for this section:

#### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

### B. Additional exclusions

What is not covered 1.h. is deleted.

The following is added to What is not covered:

We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by the cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

#### **6733.0 Removal of cover: cyber claims and losses**

What is not covered 1. c. 'a virus or hacker.' is deleted. What is not covered 1. h. 'any computer virus.' is deleted. What is not covered 1. j. 'a virus or hacker.' is deleted. These above amendments only apply where the applicable exclusion is incorporated into the Property – Portable equipment, Property – Contents; or Property – Technical equipment section of your policy. The following is added to What is not covered:

We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

a. a cyber attack or fear or threat of a cyber attack;

b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## **6728.0 Removal of cover: cyber claims and losses**

What is not covered 1. m. 'any virus.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for the reconstitution of data or the value to you of any lost or distorted records or data.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## 6729.0 Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker. We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.



## 87.0 Amendment of cover: cyber claims and losses

### A. Additional definitions

The following are added to Special definitions for this section:

#### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology.  
Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:
3. gain access to;
4. extract information from;
5. disrupt access to or the operation of; or
6. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

#### Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

#### Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

#### B. Additional exclusions

What is not covered A.12. is deleted.

The following is added to What is not covered:

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. social engineering communication;
- d. fear or threat of a. to c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any computer or digital technology error.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

We will not make any payment for any claim or part of a claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data. However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by this endorsement. The most we will pay is the lesser of:

- 1. £250,000; or
- 2. the overall limit of indemnity shown on the schedule,

for the total of all such claims and losses, including their defence costs, regardless of the number of claims or losses. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

#### C. Changes to Control of defence

Control of defence is amended to read as follows:

We have the right, but not the obligation, to take control of and conduct in your name the investigation, settlement or defence of any or any part of a claim.

You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.

#### Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.

#### Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against you and any other party who is not covered under this section, then at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including defence costs on the basis of the relative legal and financial exposures.

#### Advancement of defence costs

We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section. Payment of full limit of indemnity

We will have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted. Payment of excess

Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim. Disputes For the purposes of Control of defence in this section of the policy, the General condition within the General terms and conditions which provides for the resolution of disputes arising out of or relating to this insurance by arbitration, is amended to read as follows: Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England & Wales. The opinion of such Queen's Counsel shall be binding on you and us in relation to matters referred under this clause. The costs of such opinion shall be met by us.

#### **6734.0 Confirmation of cover: cyber claims**

The following is added to What is covered:

#### Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

## 6735.0 Removal of cover: cyber claims

The following are added to Special definitions for this section:

### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

### Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to What is not covered:

### Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

#### Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.

### **6731.0 Removal of cover: cyber claims and losses**

Where applicable:

- 1. Special definitions for this section, Cyber attack is deleted.
- 2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted.

The following is added to What is not covered:

We will not make any payment for any interruption to your activities or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. or c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

However:

- i. this exclusion does not apply to What is covered, Financial losses from insured damage; and
- ii. exclusion c. above does not apply to What is covered, Equipment Breakdown.

These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of your policy.

## 6752.0 Amendment of cover: cyber claims and losses

The following are added to Special definitions for this section:

### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

The following is added to What is not covered:

### Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. fear or threat of a. to b. above; or

e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

We will not make any payment for any injury or illness resulting from mental anguish or distress.

#### **6730.0 Removal of cover: cyber claims and losses**

What is not covered 1. e. 'a virus or hacker.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

a. a cyber attack or fear or threat of a cyber attack;

b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by the cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## 86.0 Removal of cover: cyber claims and losses

### A. Additional definitions

The following are added to Special definitions for this section:

#### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

### B. Additional exclusions

What is not covered 1.h. is deleted.

The following is added to What is not covered:

We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or



c. its digital connectivity to any other item of computer or digital technology which has been directly affected by the cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

#### **6733.0 Removal of cover: cyber claims and losses**

What is not covered 1. c. 'a virus or hacker.' is deleted. What is not covered 1. h. 'any computer virus.' is deleted. What is not covered 1. j. 'a virus or hacker.' is deleted. These above amendments only apply where the applicable exclusion is incorporated into the Property – Portable equipment, Property – Contents; or Property – Technical equipment section of your policy. The following is added to What is not covered:

We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

a. a cyber attack or fear or threat of a cyber attack;

b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## **6728.0 Removal of cover: cyber claims and losses**

What is not covered 1. m. 'any virus.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for the reconstitution of data or the value to you of any lost or distorted records or data.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## 6729.0 Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker. We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

## 87.0 Amendment of cover: cyber claims and losses

### A. Additional definitions

The following are added to Special definitions for this section:

#### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology.  
Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:
3. gain access to;
4. extract information from;
5. disrupt access to or the operation of; or
6. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

#### Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

#### Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

#### B. Additional exclusions

What is not covered A.12. is deleted.

The following is added to What is not covered:

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. social engineering communication;
- d. fear or threat of a. to c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any computer or digital technology error.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

We will not make any payment for any claim or part of a claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data. However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by this endorsement. The most we will pay is the lesser of:

- 1. £250,000; or
- 2. the overall limit of indemnity shown on the schedule,

for the total of all such claims and losses, including their defence costs, regardless of the number of claims or losses. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

#### C. Changes to Control of defence

Control of defence is amended to read as follows:

We have the right, but not the obligation, to take control of and conduct in your name the investigation, settlement or defence of any or any part of a claim.

You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.

#### Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.

#### Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against you and any other party who is not covered under this section, then at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including defence costs on the basis of the relative legal and financial exposures.

#### Advancement of defence costs

We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section. Payment of full limit of indemnity

We will have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted. Payment of excess

Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim. Disputes For the purposes of Control of defence in this section of the policy, the General condition within the General terms and conditions which provides for the resolution of disputes arising out of or relating to this insurance by arbitration, is amended to read as follows: Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England & Wales. The opinion of such Queen's Counsel shall be binding on you and us in relation to matters referred under this clause. The costs of such opinion shall be met by us.

#### **6734.0 Confirmation of cover: cyber claims**

The following is added to What is covered:

#### Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

## 6735.0 Removal of cover: cyber claims

The following are added to Special definitions for this section:

### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

### Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to What is not covered:

### Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

#### Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.

### **6731.0 Removal of cover: cyber claims and losses**

Where applicable:

- 1. Special definitions for this section, Cyber attack is deleted.
- 2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted.

The following is added to What is not covered:

We will not make any payment for any interruption to your activities or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. or c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

However:

- i. this exclusion does not apply to What is covered, Financial losses from insured damage; and
- ii. exclusion c. above does not apply to What is covered, Equipment Breakdown.

These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of your policy.

### **6442 Removal of cover: specific business activity**

**We** will not make any payment for any claim or loss directly or indirectly due to any work or advice relating to non electrical work.



## 6752.0 Amendment of cover: cyber claims and losses

The following are added to Special definitions for this section:

### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

The following is added to What is not covered:

### Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. fear or threat of a. to b. above; or

e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

We will not make any payment for any injury or illness resulting from mental anguish or distress.

#### **6730.0 Removal of cover: cyber claims and losses**

What is not covered 1. e. 'a virus or hacker.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

a. a cyber attack or fear or threat of a cyber attack;

b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by the cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## 86.0 Removal of cover: cyber claims and losses

### A. Additional definitions

The following are added to Special definitions for this section:

#### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

### B. Additional exclusions

What is not covered 1.h. is deleted.

The following is added to What is not covered:

We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by the cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

#### **6733.0 Removal of cover: cyber claims and losses**

What is not covered 1. c. 'a virus or hacker.' is deleted. What is not covered 1. h. 'any computer virus.' is deleted. What is not covered 1. j. 'a virus or hacker.' is deleted. These above amendments only apply where the applicable exclusion is incorporated into the Property – Portable equipment, Property – Contents; or Property – Technical equipment section of your policy. The following is added to What is not covered:

We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

a. a cyber attack or fear or threat of a cyber attack;

b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## **6728.0 Removal of cover: cyber claims and losses**

What is not covered 1. m. 'any virus.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for the reconstitution of data or the value to you of any lost or distorted records or data.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## 6729.0 Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker. We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

## 87.0 Amendment of cover: cyber claims and losses

### A. Additional definitions

The following are added to Special definitions for this section:

#### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology.  
Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:
3. gain access to;
4. extract information from;
5. disrupt access to or the operation of; or
6. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

#### Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

#### Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

#### B. Additional exclusions

What is not covered A.12. is deleted.

The following is added to What is not covered:

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. social engineering communication;
- d. fear or threat of a. to c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any computer or digital technology error.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

We will not make any payment for any claim or part of a claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data. However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by this endorsement. The most we will pay is the lesser of:

- 1. £250,000; or
- 2. the overall limit of indemnity shown on the schedule,

for the total of all such claims and losses, including their defence costs, regardless of the number of claims or losses. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

#### C. Changes to Control of defence

Control of defence is amended to read as follows:

We have the right, but not the obligation, to take control of and conduct in your name the investigation, settlement or defence of any or any part of a claim.

You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.



#### Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.

#### Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against you and any other party who is not covered under this section, then at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including defence costs on the basis of the relative legal and financial exposures.

#### Advancement of defence costs

We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section. Payment of full limit of indemnity

We will have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted. Payment of excess

Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim. Disputes For the purposes of Control of defence in this section of the policy, the General condition within the General terms and conditions which provides for the resolution of disputes arising out of or relating to this insurance by arbitration, is amended to read as follows: Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England & Wales. The opinion of such Queen's Counsel shall be binding on you and us in relation to matters referred under this clause. The costs of such opinion shall be met by us.

#### **6734.0 Confirmation of cover: cyber claims**

The following is added to What is covered:

#### Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

## 6735.0 Removal of cover: cyber claims

The following are added to Special definitions for this section:

### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

### Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to What is not covered:

### Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

#### Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.

### **6731.0 Removal of cover: cyber claims and losses**

Where applicable:

- 1. Special definitions for this section, Cyber attack is deleted.
- 2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted.

The following is added to What is not covered:

We will not make any payment for any interruption to your activities or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. or c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

However:

- i. this exclusion does not apply to What is covered, Financial losses from insured damage; and
- ii. exclusion c. above does not apply to What is covered, Equipment Breakdown.

These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of your policy.

## 6752.0 Amendment of cover: cyber claims and losses

The following are added to Special definitions for this section:

### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

The following is added to What is not covered:

### Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. fear or threat of a. to b. above; or

e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

We will not make any payment for any injury or illness resulting from mental anguish or distress.

#### **6730.0 Removal of cover: cyber claims and losses**

What is not covered 1. e. 'a virus or hacker.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

a. a cyber attack or fear or threat of a cyber attack;

b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by the cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## 86.0 Removal of cover: cyber claims and losses

### A. Additional definitions

The following are added to Special definitions for this section:

#### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

### B. Additional exclusions

What is not covered 1.h. is deleted.

The following is added to What is not covered:

We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by the cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

#### **6733.0 Removal of cover: cyber claims and losses**

What is not covered 1. c. 'a virus or hacker.' is deleted. What is not covered 1. h. 'any computer virus.' is deleted. What is not covered 1. j. 'a virus or hacker.' is deleted. These above amendments only apply where the applicable exclusion is incorporated into the Property – Portable equipment, Property – Contents; or Property – Technical equipment section of your policy. The following is added to What is not covered:

We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

a. a cyber attack or fear or threat of a cyber attack;

b. a hacker or fear or threat of a hacker; or

c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## **6728.0 Removal of cover: cyber claims and losses**

What is not covered 1. m. 'any virus.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for the reconstitution of data or the value to you of any lost or distorted records or data.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.



## 6729.0 Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted. The following is added to What is not covered: We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker. We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.

We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

## 87.0 Amendment of cover: cyber claims and losses

### A. Additional definitions

The following are added to Special definitions for this section:

#### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology.  
Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:
3. gain access to;
4. extract information from;
5. disrupt access to or the operation of; or
6. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

#### Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

#### Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

#### B. Additional exclusions

What is not covered A.12. is deleted.

The following is added to What is not covered:

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. social engineering communication;
- d. fear or threat of a. to c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any computer or digital technology error.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

We will not make any payment for any claim or part of a claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data. However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by this endorsement. The most we will pay is the lesser of:

- 1. £250,000; or
- 2. the overall limit of indemnity shown on the schedule,

for the total of all such claims and losses, including their defence costs, regardless of the number of claims or losses. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

#### C. Changes to Control of defence

Control of defence is amended to read as follows:

We have the right, but not the obligation, to take control of and conduct in your name the investigation, settlement or defence of any or any part of a claim.

You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.

#### Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.

#### Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against you and any other party who is not covered under this section, then at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including defence costs on the basis of the relative legal and financial exposures.

#### Advancement of defence costs

We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section. Payment of full limit of indemnity

We will have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted. Payment of excess

Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim. Disputes For the purposes of Control of defence in this section of the policy, the General condition within the General terms and conditions which provides for the resolution of disputes arising out of or relating to this insurance by arbitration, is amended to read as follows: Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England & Wales. The opinion of such Queen's Counsel shall be binding on you and us in relation to matters referred under this clause. The costs of such opinion shall be met by us.

#### **6734.0 Confirmation of cover: cyber claims**

The following is added to What is covered:

#### Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

## 6735.0 Removal of cover: cyber claims

The following are added to Special definitions for this section:

### Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology. Cyber attack Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. computer or digital technology; or
2. data held electronically by you or on your behalf.

### Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to What is not covered:

### Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

#### Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.

### 6731.0 Removal of cover: cyber claims and losses

Where applicable:

1. Special definitions for this section, Cyber attack is deleted.
2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted.

The following is added to What is not covered:

We will not make any payment for any interruption to your activities or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. or c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

However:

- i. this exclusion does not apply to What is covered, Financial losses from insured damage; and
- ii. exclusion c. above does not apply to What is covered, Equipment Breakdown.

These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of your policy.

## Information About Us

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

**Name**

**Hiscox Underwriting Limited**

|                                    |                                                                                                      |
|------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Registered address</b>          | 1 Great St. Helens<br>London<br>EC3A 6HX<br>United Kingdom                                           |
| <b>Company registration Status</b> | Registered in England number 02372789<br>Authorised and regulated by the Financial Conduct Authority |

## Insurers

|                                    |                                                                                                                                                                                 |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                        | <b>Hiscox Insurance Company Limited</b>                                                                                                                                         |
| <b>Registered address</b>          | 1 Great St. Helens<br>London<br>EC3A 6HX<br>United Kingdom                                                                                                                      |
| <b>Company registration Status</b> | Registered in England number 00070234<br>Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority |

## Legal Protection

|                                    |                                                                                                                                                                                      |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                        | DAS Legal Expenses Insurance Company Limited<br>DAS House<br>Quay Side<br>Temple Back<br>Bristol<br>BS1 6NH<br>United Kingdom                                                        |
| <b>Company registration Status</b> | Registered in England number 00103274<br>Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. |

## Complaints procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox customer relations either in writing at:

Hiscox Customer Relations  
The Hiscox Building York  
Peasholme Green  
York, YO1 7PR  
United Kingdom

or by telephone on +44 (0) 1904 681 198 or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service or your local Ombudsman. Further details will be provided at the appropriate stage of the complaints process. This complaint process is without prejudice to your right to take legal proceedings.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk)

## Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 0800 116 4627 or 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com)

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).