



Terrorism section

Contents of this section

Meanings of defined terms	1
What is covered	3
What is not covered	3
Section conditions	5

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Terrorism section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in the General introduction section of **your policy**.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Cyber act

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

Cyber incident

- 1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**, or
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss or destruction or damage.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer system** whether **your** property or not.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Premises

The premises shown in **your** schedule.

Private individual

Any person other than

- 1 a company, association or partnership
- 2 a trustee or body of trustees where insurance is arranged under the terms of a trust
- 3 a person who owns residential property for the purpose of a business as a sole trader
- 4 a person who owns residential property of which in excess of 20% is commercially occupied
- 5 an executor of a will

Where

- (i) the residential property is occupied by a trustee, executor of a will or a sole trader as a private residence and the property is not a block of flats then each will be classified as a private individual in respect of that property
- (ii) more than one person is named on the **policy** but each is a private individual, or one of the parties named is a financial interest that has simply had their interest noted then the **policy** will be classified as being in the name of a private individual.

Terrorism

For risks located in England, Wales and Scotland except for residential property insured in the name of a private individual

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

For risks located in the Channel Islands, Isle of Man and residential property located in England, Wales and Scotland insured in the name of a private individual

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

The cover provided under the Sections applicable as shown in the Terrorism section of **your** schedule is extended to include **damage** to the property insured or loss resulting from interruption or interference with the **business** as a result of **damage** to property used by **you** at the **premises** or other insured loss directly resulting from **damage** which impacts the **business** carried on by **you** at the **premises** where covered caused by, happening through or as a result of **terrorism**.

Where the Property damage section is shown as being applicable under the Terrorism section of **your policy** and Goods in transit cover is shown as being insured on **your** schedule, this section is extended to include **damage** to property insured under the Goods in transit section for losses caused by **terrorism**.

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

x What is not covered

Applicable to all locations

Excluded property exclusion

We will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to or at any

- 1 property located outside England, Wales, Scotland, the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- 2 nuclear installation or nuclear reactor
- 3 property which is specifically excluded elsewhere in this **policy**.

Motor exclusion

We will not cover **you** for any property

- 1 covered by a motor policy other than a motor trade policy
- 2 covered under a road risks section of a motor trade policy.

Other insurances exclusion

We will not cover **you** for any property which is insured by or would, but for the existence of this **policy**, be insured by any form of transit, aviation or marine policy.

Applicable to risks in England, Wales and Scotland only and where the risks are not residential property insured in the name of a private individual

Cyber exclusion

We will not cover any losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

But this exclusion will not apply where the loss

- A)** results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer systems**,
- and
- B)** comprises
- (a)** the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or
 - (b) business interruption** suffered directly by **you** as a direct result of either **damage** or destruction to property used by **you** at a location covered by this **policy** or as a direct result of denial, prevention or hindrance of access to a location where property used by **you** is covered by this **policy** as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

However, under **A)** and **B)** above **we** will not cover **you** for any losses caused by **terrorism** where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

Subject only to the proviso set out in **C)** below, the following property is specifically excluded from the cover provided under **A)** and **B)** above

- (i)** money, currency, electronic cryptographic or virtual currency, including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatever

and

- (ii) data**

- C)** However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under **A)** above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding **(ii)** above, such loss shall nonetheless be covered.

War risks exclusion

We will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Applicable to risks in the Channel Islands, Isle of Man and to residential property risks insured in the name of a private individual for England, Wales and Scotland.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from occasioned by or resulting from

- 1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**
- 2 any **cyber incident**.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Pollution and contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

War risks exclusion

We will not cover **you** for any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed

- 1 the total sums insured, or
- 2 for each item its individual sum insured, or
- 3 any other limit of liability
- 4 the sum insured (or limit remaining) after the deduction for any other **damage** occurring during the same **period of insurance**

whichever is the less as stated within the Sections applicable shown in the Terrorism section of **your** schedule.

Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

**This document is available in
other formats.**

If you would like a Braille, large print
or audio version, please contact your
insurance adviser.

www.axa.co.uk