



**BRITISH
ENGINEERING
SERVICES GROUP**

ENGINEERING INSURANCE

Important Information Affecting Your Policy Document

WE HAVE MADE SOME CHANGES TO YOUR ENGINEERING INSURANCE POLICY DOCUMENT. THE DETAILS OF THE AMENDMENTS ARE PROVIDED IN THE FOLLOWING PAGES

Your Insurer

Our new Company name is now Royal & Sun Alliance Insurance Ltd

The following clauses have been changed

Policy Exclusions applicable to all sections

- A Disease exclusion has been added
- The E-Risk Virus and Hacking exclusion is replaced by a Cyber and Data exclusion
- The Radioactive Contamination exclusion will also now exclude weaponry

Policy Definitions

- The definitions for Failure of a System, System, Microchip and Virus have been deleted
- The definition of Data has been changed
- Definitions of Communicable Disease, Computer System, Cover, Cyber Act, Cyber Event, Cyber Incident, Data Processing Media, Event, Period of Insurance, Policy, Policyholder and Schedule have been added

All Changes made to the Policy are detailed below

POLICY EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not cover

Cyber and Data

any:

- i) Cyber Loss or;
- ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

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

This shall not exclude subsequent Damage to property of a utility company from a Defined Peril that causes an interruption or interference with the Policyholder's Business where such Damage directly results from a Cyber Incident or a Cyber Act.

Defined Perils shall mean the following Covers only unless otherwise excluded by this Policy:

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion)

Disease

- a) Subject to clause b) and notwithstanding anything in this Policy to the contrary this Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
 - i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
 - ii) any disease arising from any such pathogen or microorganism, or
 - iii) the threat or fear (actual or perceived) of i) or ii)
- b) Clause a) does not exclude any cover otherwise provided by this Policy for subsequent Damage to property of a utility company from a Defined Peril that causes an interruption or interference with the Policyholder's Business

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion)

Radioactive Contamination

Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

POLICY DEFINITIONS

Amended definitions:

Data

shall mean any data of any sort, 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 other information whatsoever

New definitions:

Communicable Disease

shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of the Property

Computer System

shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party

Cover

shall mean the active efficient cause of Damage covered under the Policy

Cyber Act

shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System

Cyber Incident

shall mean

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

Cyber Loss

shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Data Processing Media

shall mean material assets owned by the Policyholder upon which Data can be stored but excluding the Data itself.

Event

shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Period of Insurance

shall mean the period of time that the Policy is in force as shown in the Schedule.

Policy

shall mean the terms and conditions of the contract including the policy wording, Schedule, Endorsements, Clauses and Certificates.

Policyholder

shall mean the legal entity insured by the Policy.

Schedule

shall mean the statement of details specific to the Policyholder forming part of the Policy.

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