

Cyber Exclusion – Construction & Engineering

Policy Endorsement



Your policy is amended as follows:

Notwithstanding any provision to the contrary in this policy or any other endorsement thereto:

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

1. Cyber Act, including any action taken in controlling, preventing, suppressing or remediating any Cyber Act; or
2. Cyber Incident, including any action taken in controlling, preventing, suppressing or remediating any Cyber Incident; or
3. loss of use, reduction in functionality, repair, replacement, restoration or reproduction, of any Data, including any amount relating to the value of such Data.

The following attaches to the wording provided above:

Construction policies

The following will apply if this policy is one of the following policies: contract works; civil engineering; advanced consequential loss (construction/erection); or contractor's plant and machinery.

Subject to the other terms, conditions and exclusions of this policy, exclusion (2) will not apply to physical damage to insured property and any Time Element Loss directly resulting therefrom, where such physical damage is directly caused by or arising from any of the following perils:

- (i) storm, windstorm, hail, tornado, cyclone, hurricane,
- (ii) fire, lightning, explosion,
- (iii) earthquake, volcanic eruption, tsunami,
- (iv) flood, freeze, weight of snow,
- (v) aircraft impact or vehicle impact, falling objects,
- (vi) theft or forcible entry,
- (vii) water damage.

Machinery and boiler and pressure vessel policies

The following will apply if this policy is one of the following policies: machinery breakdown; rural/farm machinery breakdown; machinery breakdown business interruption; machinery loss of profits; machinery additional cost of working; or boiler and pressure vessel.

Subject to the other terms, conditions and exclusions of this policy, exclusion (2) will not apply to machinery breakdown and any Time Element Loss directly resulting therefrom.

Stock deterioration policies

The following will apply if this policy is a stock deterioration or deterioration of stock in cold storage policy:

Subject to the other terms, conditions and exclusions of this policy, exclusion (2) will not apply to physical damage to stock caused by a change in temperature at the refrigerated storage chamber.

All policies

For the purpose of this exclusion only, the following definitions apply.

Definitions

Cyber Act	Cyber Act means 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	Cyber Incident means: (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 unavailability or failures to access, process, use or operate any Computer System.
Computer System	Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller and including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
Data	Data means information, facts, concepts, code or any other information of any kind that is: (a) recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System; or (b) converted to a form useable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment.
Time Element Loss	Time Element Loss means any: (a) increase in cost of working; (b) escalation; (c) expediting expenses; (d) loss of gross profit; (e) loss of rental, that, subject to the other terms, conditions and exclusions of this policy, would be covered by the policy but for this exclusion.