

Your Endorsement

ENDORSEMENT NUMBER:	29	ATTACHING TO AND FORMING PART OF:
POLICY NUMBER:	XAO-12E001-0793	
TERRORISM NUMBER:	TER-12E001-0581	
IN THE NAME OF:	University of Cumbria Students' Union	
EFFECTIVE DATE:	16 January 2023	

Notwithstanding anything stated herein to the contrary the insurance for the Material Damage/Business Interruption applicable to any section or part of a section insuring damage to property or business interruption is extended to include the following Insured event.

Part 1 - Terrorist Damage

Damage to the property insured insofar and to the extent that it is situated in Great Britain and caused by an Act of Terrorism.

For these purposes: Great Britain means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987; an Act of Terrorism means 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 HM Government in the United Kingdom or any other Government de jure or de facto and certified in writing as an Act of Terrorism by HM Treasury.

Provided always that in any action suit or other proceedings where the Company alleges that any damage or loss resulting from damage is not covered by this Insured event the burden of proving that such damage or loss is covered shall be upon the Insured.

The Insurance provided by this Insured event is

- (a) not subject to any of the General Exclusions specified in this policy except as expressly varied hereby and not subject to any exclusion of damage caused by pollution or contamination
- (b) subject to all the terms and conditions of the policy except as expressly varied hereby
- (c) subject to the operation of any excess or deductible amount to be borne by the Insured as stated in the policy or its schedules
- (d) subject to the exclusion of damage or loss in respect of any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
- (e) subject to the exclusion of war and allied risks defined as riot civil commotion

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war invasion act of foreign enemy hostilities (whether war be declared or not)

civil war rebellion revolution insurrection or military or usurped power

- (f) subject to the exclusion of electronic risks that is any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned or

resulting from

- (i) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item and whether the property of the Insured or not 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.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether the property of the Insured or not

Phishing

Phishing means any access or attempted access to data or information made by means of misrepresentation or deception

Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks provided also that the liability of the Company in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified in this Section

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Special Condition

This Insured event is not subject to any Long Term Agreement or Undertaking which may otherwise apply to this policy or Section

Part 2 - Terrorist Damage - non certification

In the event that

- (i) HM Treasury refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism; and
- (ii) we obtain a written ruling from a validly constituted Tribunal upholding the Decision to refuse issue of the said certificate

then the insurance provided by this section of the policy solely in respect of such event or occurrence is amended as follows:-

- (a) the exclusion in respect of Terrorism shall not apply but only insofar and to the extent that the property insured is situated in Great Britain (meaning England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial sea Act 1987)

Provided always that in any action suit or other proceedings where the Company alleges that any damage or loss resulting from damage is not covered by this section the burden of proving that such damage or loss is covered shall be upon the Insured.

Subject otherwise to the terms and conditions of the policy

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED

ADDITIONAL PREMIUM
(including IPT at the
current rate):

£124.44

Signed for and on behalf of the Insurers named in the Policy

Signed:



Date: 10 January 2023