

NMARBC070921

Notice of Change



Significant Policy Changes

Your policy has been revised as a response to a need to update, improve and/or clarify cover. The undernoted summarises the changes relating to this revision as it impacts the standard policy form and reflects the updated policy wording.

Current – new version changes to your policy – NMARBC070921

The following is a summary of the key changes to your revised policy, but this summary will not reflect any variations or modifications to the policy which are specific to you; these will be confirmed by the schedule attaching to your policy.

Communicable disease

An amended 'Communicable disease' exclusion has been added to the policy. This new exclusion is now included under the 'General exclusions' section of the policy:

21.2 Communicable Disease

21.2.1 Notwithstanding any provision to the contrary, the **policy** excludes any amount for which **we** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a) a **communicable disease**;
- b) the fear or threat (whether actual or perceived) of a **communicable disease**;
- c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a **communicable disease**; or
- d) **your** actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a **public authority** in response to a **communicable disease**.

except as expressly provided for in paragraphs 21.2.2, 12.2.3 and 12.2.4 below.

21.2.2 Subject to the other terms, conditions and exclusions contained in the **policy**, the **policy** will cover physical **damage** to **property insured** and any **business interruption loss** directly resulting therefrom where such physical **damage** is directly caused by or arising from any of the following perils:

mechanical or electrical breakdown, fire, lightning, explosion, aircraft or [non-marine] vehicle impact, power failure or surge, falling objects, windstorm, rainstorm, tornado, cyclone, typhoon, hurricane, earthquake, flood, water damage, smoke, sprinkler leakage, riot, riot attending a strike, looting, civil commotion, vandalism and malicious mischief.

21.2.3 The exclusion in paragraph 21.2.1 shall not apply in respect of and to the extent of the indemnity provided by the 'Notifiable disease, murder or suicide, food or drink poisoning' extension of the **policy**.

21.2.4 The exclusion in paragraph 21.1.1 shall not apply in respect of the following **sections** of the **policy**, or any extensions to such sections: personal accident, employers' liability, public liability, products liability and legal expenses.

21.2.5 The operation of paragraphs 21.2.2, 12.2.3 and 12.2.4 above shall not increase the **policy limit of indemnity** or any relevant **sub-limit**, which shall not exceed the amount stated in the schedule.

Cyber risk exclusion

A new exclusion applicable to all sections of the policy has been added to this policy.

Cyber risk

The **policy** excludes:

- a) **cyber loss**; and
- b) loss, **damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any 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, and subject to the provisions below.

Paragraph a) above will not apply to:

- i. any physical loss or physical **damage** to **property insured** and resulting business interruption under this **policy** caused by any fire or explosion directly and solely occasioned by a **cyber event** although paragraph a) will continue to apply where the **cyber event** is itself caused by a **cyber act**;
- ii. any claim, loss or **damage** which would otherwise be indemnified by the 'Computer breakdown' or 'Machinery breakdown' extensions in this **policy**, except that these will not cover any claim, loss or **damage** directly or indirectly caused by a **cyber act**. However, paragraph b) above will still apply.

Paragraph b) above will be subject to the proviso that, should **data processing media** owned or operated by **you** suffer physical loss or physical **damage** insured by this **policy**, then this **policy** will cover the cost to repair or replace the **data processing media** itself plus the costs of copying the **electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **electronic data**. If such media is not repaired, replaced or restored the basis of valuation will be the cost of the blank **data processing media**. However, this **policy** excludes any amount pertaining to the value of **electronic data**, to **you** or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

Theft from Unattended vehicles

The 'Unattended vehicle' exclusion of the 'All risks - specified business equipment' section of the policy, has been modified to restrict cover. The insurer will not indemnify the insured unless:

- a) an **unattended vehicle** has all doors, windows and other means of entry closed and locked with all keys removed to a place of safety; and
- b) any property insured is secured in a locked boot or locked glove box within the vehicle.

Definitions

The 'General definitions and interpretation' section of the policy has been updated:

1. to include the following new definitions:

- Cyber act
- Cyber event
- Cyber loss
- Data processing media

2. to amend the following definitions:

- Computer equipment
- Computer system
- Data
- Electronic data

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- Territorial limits

As with all aspects of the standard policy cover it is generally possible to negotiate extensions of cover with the underwriter.

QBE European Operations



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