

# **QBE Design & Construct PI Combined Notice of Change**



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## 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.

### New version changes to your policy – PJDD010922

In addition to the changes noted above 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**.

#### Legal Expenses section

Your policy has been amended to clarify the provisions under which the cover is given

#### General Exceptions section

Your policy has been amended to include the following exclusion:

17.10.1 Notwithstanding any provision to the contrary in this insurance, this insurance does not cover that part of any loss, damage, liability, cost or expense of any kind (together "loss") resulting:

- a) directly or indirectly from **war**;
- b) from a **cyber operation** that is carried out as part of a **war**; or
- c) from a **cyber operation** that causes a sovereign state to become an **impacted state**.

Provided, however, clause 17.10.1c) shall not apply to the direct or indirect effect of a **cyber operation** on **computer systems** used by the **insured** or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.

17.10.2 In determining attribution of a **cyber operation**, the **insured** and **insurer** shall have regard to whether the government of the **impacted state** formally or officially attributes the **cyber operation** to another sovereign state or those acting at its direction or under its control.

In the absence of attribution by the **impacted state**, the **insurer** may rely upon a reasonable inference as to attribution of the **cyber operation** to another sovereign state or those acting at its direction or under its control having regard to such evidence as is available to the **insurer**.

In the event that the government of the **impacted state** either takes an unreasonable length of time to, or does not, or is unable to attribute the **cyber operation** to another sovereign state or those acting at its direction or under its control, it shall be for the **insurer** to prove attribution by reference to such other evidence as is available.

The following definition applies for the purposes of this exclusion only:

#### Computer system

any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, or wearable device), server, cloud infrastructure or microcontroller 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.

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## Changes to your policy – PJDD011021

In addition to the changes noted above 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**.

### Legal Expenses section

Your policy has been amended to clarify the provisions under which the cover is given

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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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