

Computer Insurance Policy Wording



INTRODUCTION

This policy (and the schedule and statement of fact which form an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not, please advise your insurance intermediary immediately.

We remind you that you are required to inform us immediately of any material facts or changes. Failure to do so may invalidate your policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact or change is material or not, please contact your insurance intermediary

Intact Insurance Ireland DAC (herein called the Company) and the Insured agree that

- a. this Policy the Schedule (including any Schedule issued in substitution) the Statement of Fact and any Memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears and
- b. any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- c. the Company has relied on the information provided by the Insured and/or their intermediary in correspondence Statements of Fact and other communications in providing the insurance and
- d. the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- e. all monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise and
- f. all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- g. the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract The Company proposes that the contract will be governed by Irish Law and
- h. all communications between the Insured and the Company will be in English and
- i. Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)

Intact Insurance is a registered business name of Intact Insurance Ireland Designated Activity Company (DAC). Intact Insurance Ireland DAC trading as Intact Insurance is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at Intact House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.



CONTENTS

DEFINITIONS 3

COVER (Items A, B & C) 5

COVER (F)..... 9

GENERAL MEMORANDA 11

GENERAL EXCLUSIONS..... 12

CONDITIONS 15

ADDITIONAL INFORMATION 17

DEFINITIONS

BUSINESS	As detailed in the Schedule
COMPUTER ROOM PARTITIONING	Computer Room Partitioning shall mean any false floors ceilings and walls designed built and used for the sole purpose of creating a designated computer room
DAMAGE	DAMAGE in capital letters shall mean physical loss destruction or damage
DEFERRED PURCHASE	Deferred Purchase shall mean an arrangement whereby the Insured enters into an agreement which entitles the Insured to defer payment for Property for a period in excess of usual trade credit
PORTABLES	Portable computer equipment of which the most commonly designated items are laptops palmtops P.D.A digital cameras/projectors or other hand held units
LOSS OF INFORMATION	LOSS OF INFORMATION in capital letters shall mean loss distortion corruption or erasure of programs and/or information from any cause not otherwise excluded
MISUSE OF PROPERTY	Misuse of the Property shall mean the deliberate or accidental misuse or contamination of any computer and/or computerised system (including programs and data) from: a) any act executed through accessing the System b) any infection of any kind within the System
PREMISES	Premises shall mean: a) where the Insured is the sole occupier of a building the entire building b) where the Insured is not the sole occupier of a building those parts of the building in the exclusive use and/or occupation of the Insured
PROPERTY	Property shall mean Category: a) all computer equipment (including interconnecting wiring fixed disks and telecommunications equipment) used for the storage and communication of electronically processed data but excluding any such computer equipment controlling any manufacturing process b) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat smoke and water detection equipment lightning and transient over voltage protection devices physically restraining security devices which have been approved by the Company computer furniture gas flooding cylinders and pipework and Computer Room Partitioning c) Proprietary Software Programs and/or information stored upon fixed disks d) all current and backup computer records (excluding paper records of any description) incorporating stored programs and/or information thereon
PROPRIETARY SOFTWARE PROGRAMS	Proprietary Software Programs shall mean the package of software programs purchased by the Insured with the Property at the original date of purchase plus any subsequent upgrades but shall not include any bespoke computer software without the prior consent and knowledge of the Company provided that where such cover has been specifically agreed by the Company reference is noted in the Schedule by memorandum

REINSTATEMENT

Reinstatement shall mean

- a) where any item of Property suffers DAMAGE to the extent that it cannot be economically repaired replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest higher performance and/or capacity to the Property which has suffered DAMAGE
- b) where any item of Property otherwise suffers DAMAGE the repair of the DAMAGE and the restoration of the portion of Property suffering DAMAGE to a working condition substantially the same as but not better or more extensive than its condition when new

TERRORISM

Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force of violence

COVER (Items A, B & C)

ITEMS A & B

DAMAGE OF PROPERTY

DAMAGE TO PROPERTY

In the event of DAMAGE (subject to any exclusions) to Property happening during the Period of Insurance owned by or on Deferred Purchase lease hired or rented to the Insured or while on trial with a view to purchase by the Insured while situated or in transit anywhere in the world the Company will pay to the Insured the value of the Property at the time of its loss or destruction or the amount of the DAMAGE or at its options the amount payable by the Company shall be Reinstatement

ITEM C

LOSS OF INFORMATION

LOSS OF INFORMATION

In the event of LOSS OF INFORMATION (other than LOSS OF INFORMATION hereby excluded) from Categories c) and d) of the Property while situated or in transit anywhere in the world the Company will pay the costs necessarily and reasonable incurred by the Insured to reinstate such programs and/or information

LIMIT OF LIABILITY

The liability of the Company shall not exceed

- a) in any period of insurance the Sum Insured set against each item in the Schedule
- b) 10% of the Sum Insured under Items A & B or €127,000 in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE arising from the same cause whichever is less while the Property is in transit or located outside the UK or Republic of Ireland
- c) €6,350 in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE arising from the same cause in respect of theft from unattended vehicles
- d) 10% of the Sum Insured under Items A & B or €6,350 in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE from the same cause whichever is less in respect of physically restraining security devices (which are approved by the Company) including any computer furniture to which they are attached

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such DAMAGE been sustained by any one of the Insured parties or legal entities

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made:

- a) unless Reinstatement commences and proceeds without unreasonable delay
- b) until reinstatement has been carried out
- c) If the at the time of its DAMAGE the Property shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured thereon at the commencement of any DAMAGE the liability of the Company shall not exceed that proportion of the amount of the DAMAGE which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time

MEMORANDA (Items A, B & C)

ADDITIONAL PROPERTY

The Cover provided by this Policy is extended to include in respect of Items A & B additions to the Property occurring after the commencement of the Period of Insurance for the period up to the next renewal date at no additional charge subject to a limit of 20% of the Sum Insured under Items A & B or up to €317,500 in total in any one period of insurance whichever is less

DEBRIS REMOVAL COSTS

The Cover provided by this Policy is extended to include costs necessarily and reasonably incurred with the consent of the Company in the removal of Property caused by DAMAGE insured by Items A, B and/or C provided that the liability of the Company under this extension shall not exceed 10% of the Sum Insured stated in the Schedule under Items A & B or €65,000 in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE arising from the same cause whichever is less

TEMPORARY REPAIRS AND/OR EXPEDITING COSTS

The Cover provided by this Policy is extended to include costs necessarily and reasonably incurred in the making of temporary repairs upon and/or the expediting of the repair reinstatement or replacement of Property caused by DAMAGE covered by Items A, B and/or C (such costs not being recoverable under Item F of this Policy or under any other Policy issued for the benefit of the Insured) provided that the liability of the Company under this extension shall not exceed 10% of the Sum Insured on the Items A & B or €65,000 in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE arising from the same cause whichever is less

CONSULTING ENGINEERS FEES/ REPAIR INVESTIGATION COSTS

The Cover provided by this Policy is extended to include in respect of Items A, B and/or C 2 costs (including consulting engineers fees) incurred with the prior consent of the Company in conducting investigations and/or tests into possible repair replacement or reinstatement of Property suffering DAMAGE regardless of whether such investigations and/or tests are successful

INCOMPATIBILITY OF COMPUTER RECORDS

The Cover provided by this Policy is extended to include in respect of Items A, B and C costs of

- a) modification of computer equipment or
- b) reinstatement recompilation or replacement of computer records together with reinstatement of programs and/or information thereon (whichever is the less) to achieve compatibility in the event that loss or destruction of computer equipment insured by this Policy has resulted in undamaged computer records being incompatible with the replacement computer equipment provided that Item C is insured and provided further that the liability of the Company under this extension shall not exceed either the Sum Insured on the Schedule under Item C or €12,500 in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE arising from the same cause whichever is less

MEASURES TAKEN IN AVOIDANCE OF DAMAGE

The Cover provided by this Policy is extended to include in respect of Items A, B and/or C costs incurred by the Insured in taking reasonable but exceptional measures to avoid or mitigate impending DAMAGE subject to the Sums Insured stated in the Schedule under Items A, B and/or C provided that

- a) the impending DAMAGE did not stem from any reasonably foreseeable cause and that DAMAGE would have been the natural outcome to be expected in the absence of such measures and
- b) the Company are satisfied that DAMAGE has been avoided or reduced in consequence of the measures taken and the amount payable is found by the Company to be no greater than the cost which would have been incurred if no measures had been taken and DAMAGE had occurred and
- c) the terms exclusions and conditions of this Policy shall apply as if DAMAGE had occurred

ACCIDENTAL DISCHARGE OF GAS FLOODING SYSTEMS

The Cover provided by this Policy is extended to include in respect of Items A, B and/or C cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property arising out of the accidental discharge of such system provided always that the liability of the Company hereunder shall not exceed 10% of the Sum Insured as stated in the Schedule under Items A & B or €12,500 in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE arising from the same cause whichever is less

RESEARCH AND DEVELOPMENT COSTS

The Cover provided by this Policy is extended to include in respect of Items A, B and/or C costs of re-writing any data processing research or development project(s) to the stage they had reached immediately prior to the DAMAGE but excluding any benefit to the Insured which would have been obtained from completion of the project(s) had the DAMAGE not occurred provided that

- a) Item C is insured
- b) the amount payable shall not exceed the Sum Insured as stated in the Schedule under Item C or €6,500 in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE arising from the same cause whichever is less
- c) the Insured has fully complied with the Policy conditions detailed under Special Condition — Special Precautions (c) regarding back-up information

EXCLUSIONS (Items A, B & C)

This Policy does not cover

MAINTENANCE AGREEMENT

in respect of Items A, B and/or C DAMAGE and/or LOSS OF INFORMATION where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the Property

LEASE/HIRE/ RENT/LOAN OR SALE

in respect of Items A, B and/or C DAMAGE and/or LOSS OF INFORMATION to any Property which is

- a) offered or to be offered for lease hire rent or loan by the Insured
- b) leased hired rented or lent by the Insured to others
- c) offered or to be offered for sale or sold by the Insured where the sale of such Property is in the course of the Business of the Insured

PROPERTY OF OTHERS

in respect of Items A, B and/or C DAMAGE and/or LOSS OF INFORMATION to any Property which is not owned leased rented hired or on loan to the Insured while in the custody or control of the Insured for programming repair service adjustment alteration storage or transit purposes

CORROSION OR EROSION

in respect of Items A, B and/or C DAMAGE and/or LOSS OF INFORMATION consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion

WEAR AND TEAR

in respect of Items A, B and/or C DAMAGE consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to DAMAGE to any other part of the Property free from any such condition

FINANCIAL LOSS

in respect of Items A, B and/or C loss of any kind whatsoever not specifically insured by this Policy including financial loss loss of profits loss due to delay or any consequential loss

CONDITIONS

ALTERATIONS

In respect of Items A, B and/or C this Policy shall be avoided with respect to any Property in regard to which there is any alteration after the commencement of this Policy

- a) whereby the risk of DAMAGE is increased either temporarily or permanently or
- b) whereby the interest of the Insured ceases except by will or operation of law
- c) whereby the business be wound up or carried on by a liquidator or receiver or permanently discontinued

unless admitted by the Company in writing

INCREASE IN COST OF WORKING DEFINITIONS

CURRENT COST ACCOUNTING

Any adjustment implemented in current cost accounting shall be disregarded

LOSS OF INTEREST

Loss of Interest shall mean

- a) interest payable in respect of loans raised
- b) interest foregone on reduction in investment capital in lieu of loans raised as a direct result of or to minimise the effect of the interruption or interference

INDEMNITY PERIOD

Indemnity Period shall mean the period during which the additional expenditure is incurred beginning with the occurrence of an Insured Event and ending not later than the Maximum Indemnity Period thereafter

INSURED EVENT

Insured Event shall mean

- a) DAMAGE for which Cover is provided under Items A, B and/or C of this Policy
- b) LOSS OF INFORMATION for which Cover is provided under Item C of this Policy
- c) DAMAGE where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the Property
- d) DAMAGE to any item of Category a) or b) of the Property due to its own breakdown or derangement
- e) the accidental failure or fluctuation of the supply of electricity to Categories a) and b) of the Property at the Premises in which the Property is situated
- f) the accidental failure of any telecommunications system used in connection with the Property
- g) the Insured being denied access to the Property due to
 - i. DAMAGE to the Property at or in the vicinity of the Premises
 - ii. the exercise by any authority of its powers for the sole purpose of safeguarding life or property

COVER (F)

INCREASE IN COST OF WORKING

ITEM F

BUSINESS INTERRUPTION — INCREASE IN COST OF WORKING

If the computer operations of the Business are interrupted or interfered with due to the occurrence during the Period of Insurance of an Insured Event the Company will pay as Increase in Cost of Working the additional expenditure necessarily and reasonably incurred by the Insured (including Loss of Interest) during the Indemnity Period in consequence of such interruption or interference

LIMIT OF LIABILITY

LIMIT OF LIABILITY

The liability of the Company shall not exceed in any one period of insurance

- a) the Sum Insured stated in the Schedule and/or
- b) in respect of any Loss of Interest 10% of the Sum Insured stated in the Schedule

ADDITIONAL RENTAL

MEMORANDA (Item F)

In addition to the limit of the Company liability under Item F the Insurers will cover the Insured against the payment of additional lease or rental charges up to an amount not exceeding €20,000 arising out of the replacement of a lease/hire agreement in respect of the Property by a new contract for similar Property and consequent upon DAMAGE covered under Items A & B of this Policy

PROFESSIONAL ACCOUNTANTS CHARGES

Item F of this Policy is extended to include any particulars or details contained in the Insureds books of account or other business books or documents which may be required under Claims Condition — Action By The Insured of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company shall pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of Claims Condition Action by the Insured of this Policy and reporting that such particulars or details are in accordance with the Insureds books of account or other business books or documents

provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the sum of the amounts specified herein as the limits of the Company liability

PAYMENTS ON ACCOUNT

Where liability under Item F of this Policy is admitted the Insured shall be entitled to receive payment(s) as agreed between the Insured and the Company in advance of final settlement

EXCLUSIONS (Item F)

Item F of this Policy does not cover

COSTS OF REINSTATEMENT OF INFORMATION

costs of reinstatement of programs and/or information onto computer records and/or fixed disks

DELIBERATE SUPPLY/SERVICE WITHDRAWAL

the deliberate act of the Insured or any supply authority nor the exercise by any such supply authority of its power to withhold or restrict operation of the supply or system nor the inability of the Insured or any such authority to maintain the supply or system due to industrial action by any of its employees

ACTS OF TELECOMMUNICATIONS AUTHORITY

the failure of any telecommunications system directly or indirectly due to

- a) the deliberate act of any telecommunications authority or the exercise by any authority of its powers to withhold or restrict operation of the system or the inability of the authority to maintain the system due to industrial action by its employees
- b) the use by the Insured of any equipment which is not approved by the telecommunications authority as properly installed and compatible
- c) failure of any satellite prior to its obtaining its full operating function or whilst in or beyond the final year of its design life
- d) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

CONDITIONS (Item F)

ALTERATION

In respect of Item F this Policy shall be avoided if after the commencement of this policy

- a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- b) the interest of the Insured ceases other than by death or
- c) any alteration is made either in the Business or the Property whereby the risk of DAMAGE is increased

unless admitted by the Company in writing

GENERAL MEMORANDA

TERRORISM PROVISION

Subject otherwise to the terms and conditions of this Policy insofar as this Policy covers DAMAGE or loss resulting from DAMAGE caused by fire or explosion the Company liability for DAMAGE or loss resulting from DAMAGE in the United Kingdom (not including the Channel Islands and the Isle of Man) other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of Terrorism in respect of all losses arising out of any one event shall not exceed

- a) the following limits after the application of all the provisions of this Policy including the Insureds contribution

	Limit of Liability
Property DAMAGE Insurance	£100,000
Business Interruption Consequential Loss Increase in Cost of Working	£100,000

or

- b) any limit of liability or sum insured stated in the Schedule whichever is lower

Any provision in this Policy which provides for any sum insured or limit of liability to be automatically restored following a loss shall not apply to losses covered under this provision

INDEMNITY TO PARENT/ SUBSIDIARY COMPANIES

The Cover provided by this Policy is extended to cover any company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Insured or any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary in each case as defined in current legislation provided always that they shall as if they were the Insured observe fulfil and be subject to the terms exclusions and conditions of this Policy

WAIVER OF SUBROGATION RIGHTS

The Company shall waive any rights of subrogation against any user of the Property provided that such

- a) user has the authority of the Insured to use the Property and
b) user shall as if they were the Insured observe fulfil and be subject to the terms exclusions and conditions of this Policy

RESIDUAL BREAKDOWN DAMAGE

In the event of DAMAGE to any property described under Categories a) and b) of the Property due to its own breakdown or derangement such item at the time of the loss must be the subject of a maintenance rental hire or lease agreement that must provide at inclusive cost a service of at least on-call remedial and/or corrective maintenance with free repair or replacement in the event of breakdown or derangement arising out of normal use

AUTOMATIC RESTORATION OF SUM INSURED

The Sums Insured stated in the Schedule will be automatically restored without additional premium from the date of occurrence of any DAMAGE or liability of €12,700 or less

GENERAL EXCLUSIONS

	This Policy does not cover
FLOOD	DAMAGE and/or LOSS OF INFORMATION occurring in the Netherlands caused by flood
INSUREDS CONTRIBUTION	the Excess stated in the Schedule being the first part of each and every claim to be borne by the Insured as ascertained after the application of all other terms and conditions of the insurance other than those stated in Memoranda — Terrorism Provision
POLLUTION OR DAMAGE CONTAMINATION	LOSS OF INFORMATION caused by pollution or contamination except (unless otherwise excluded) DAMAGE and/or LOSS OF INFORMATION caused by pollution or contamination which itself results from any insured DAMAGE and/or LOSS OF INFORMATION
CORROSION OR EROSION	in respect of Items A, B and/or C DAMAGE and/or LOSS OF INFORMATION consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion
WAR AND TERRORISM EXCLUSION	loss damage cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss (1) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power (2) any Act of Terrorism (3) In Northern Ireland civil commotion (other than in respect of legal liability under liability insurance if insured) For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear This endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) and/or (3) above If the Company or Insurers allege(s) that by reason of this exclusion any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured In the event any portion of this endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect
ELECTRONIC RISK EXCLUSION	notwithstanding anything that appears to the contrary in the policy wording and subject always to the terms exceptions and conditions of this Policy (A) any Damage to Data or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insured's Business consequent upon Damage to Data for the purpose of this exclusion Damage to Data shall include but not be limited to: (i) loss destruction or corruption of Data whether in whole or in part (ii) unauthorised appropriation use access to or modification of Data (iii) unauthorised transmission of Data to any third parties (iv) Damage arising out of any misinterpretation use or misuse of Data (v) Damage arising out of any operator error in respect of Data

- (B) any Damage to the Property Insured or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insured's Business consequent upon Damage to the Property Insured arising directly or indirectly from or caused directly or indirectly by
- (i)
 - (a) the transmission or impact of any Virus
 - (b) unauthorised access to a System
 - (c) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - (d) failure of a System

in each case other than Damage to the Property Insured caused by any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

or

- (ii) any of the matters described in paragraph (A) above

DEFINITIONS

For the purposes of this exclusion

- (1) Damage means loss or destruction or damage to the Property Insured and any loss or destruction of or damage to Data
- (2) Data means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
- (3) Failure of a System means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities
- (4) System includes computer other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any Computer Installation
- (5) Microchip means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and micro controllers
- (6) Virus means a programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CDROMs or otherwise and whether involving self-replication or not

**BIOLOGICAL OR CHEMICAL
CONTAMINATION
EXCLUSION**

regardless of any contributory causes any loss damage cost expense or legal liability directly or indirectly arising out of

Biological or chemical contamination due to any act of terrorism

For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of force or violence and/or threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

For the purpose of this endorsement contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the company or insurers allege(s) that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this policy the burden of proving the contrary shall be upon the insured.

**RIOT STRIKE AND CIVIL
COMMOTION**

DAMAGE caused by riot strike lock-out or civil commotion

WAR DAMAGE

DAMAGE caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

**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

CONDITIONS

DECLARATION

POLICY VOIDABLE

RIGHT TO EXAMINE

CANCELLATION

MONEYS PAYABLE IN IRELAND

EURO

CONDITION PRECEDENT

REASONABLE OF PRECAUTIONS

SPECIAL PRECAUTIONS

GENERAL CONDITIONS

The Insured shall prior to each renewal date supply the Company with the total replacement as new value of computer equipment and ancillary equipment as applying at Renewal Date

This Policy shall be voidable in the event of misrepresentation misdescription or nondisclosure in any material particular

The Company representatives shall have the right to examine at all reasonable times any Property

This Policy may be cancelled by the

- a) Company sending thirty days notice to the Insureds last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
- b) Company sending seven days notice to the Insureds last known address in the event of non-payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) Insured who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

In accordance with Section 93 of the Insurance Act 1936 all moneys which become due and payable by the Company under this Policy shall be payable and paid in Ireland

All sums referred to or due under this document are expressed in and payable in Euro except where stated in Memorandum — Terrorism Provision

SPECIAL CONDITIONS

All of the Memoranda General and Special Conditions are conditions precedent to the liability of the Company under this Policy

The Insured shall take all reasonable precautions to prevent DAMAGE or LOSS INFORMATION

The Insured shall

- a) maintain the Property in good order and efficient operating condition
- b) observe the manufacturers and/or suppliers instructions for use operation storage transit and inspection of the Property
- c) back-up information (other than software programs) at least once every twenty four hours verify and store taking all reasonable precautions in their safe storage and separately maintain one verified back-up copy in a location away from the Premises
- d) maintain one verified and up to date set of back-up software programs in a separate location away from the Premises
- e) obtain and keep in force and effect a proper and valid licence in respect of any software program in its possession

GENERAL CLAIMS CONDITIONS

ACTION BY THE INSURED

- a) In the event of any incident of DAMAGE in consequence of which a claim is or may be made under this Policy the Insured shall
- i. notify the Company immediately
 - ii. notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
 - iii. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
 - iv. deliver to the Company at the Insureds expense
 1. full information in writing of the loss
 2. details of any other insurances on any Property hereby insured within 30 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow
 3. all such proofs and information relating to the claim as may be reasonably required
 4. if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- b) No claim under this Policy shall be payable unless the terms of this condition have been complied with

FRAUD

If a claim is dishonest or fraudulent in any respect or if dishonest or fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any DAMAGE is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

CONTRIBUTION

If at the time any claim arises there is any other insurance effected by or on behalf of the Insured insuring any DAMAGE covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

SUBROGATION

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

ARBITRATION

All differences arising out of the Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties in writing or in the case of disagreement of an umpire appointed by the arbitrators in writing before entering upon the reference the costs of the reference and the award shall be in the discretion of the arbitrator arbitrators or umpire making the award whose award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim if the Company shall disclaim liability to the Insured for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder The term claim shall include any demand upon the Company by reason of this Policy

ADDITIONAL INFORMATION

(not forming part of your contract)

Intact Insurance Data Protection Notice

At Intact Insurance we are committed to ensuring that your personal data is protected. To keep you informed, we have created a Data Protection Notice which explains how we use any personal data we collect about you and how you can exercise your data protection rights. A copy of this Data Protection Notice can be found in the Terms of Business which is issued in conjunction with the policy document and also included within renewal documentation. The Data Protection Notice may be updated from time to time. It can be accessed at; www.intactinsurance.ie.

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

Intact Insurance Ireland DAC
Intact House
Dundrum Town Centre
Sandyford Road
Dublin 16
D16 FC92.

Telephone: 01 290 1000 / Outside Ireland: 00353 1 290 1000

Email: complaints@intactinsurance.ie

In the event of your complaint not being resolved to your satisfaction you may contact:

The Financial Services and Pension Ombudsman (FSPO), 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone +353 567 7000. Email: info@fspoi.ie

You may appeal a Financial Services and Pension Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.



Intact Insurance Ireland DAC,
Intact House,
Dundrum Town Centre,
Sandyford Road,
Dundrum, Dublin 16
D16 FC92

Tel: +353 1 290 1000
www.intactinsurance.ie

Intact Insurance is a registered business name of Intact Insurance Ireland Designated Activity Company (DAC). Intact Insurance Ireland DAC trading as Intact Insurance is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at Intact House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92.