

Effective 1<sup>st</sup> April 2024

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## Amendment to Definitions

The following Definitions are added to this Policy:

### ***Computer System***

Any computer, hardware, software, communication system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud 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, owned or operated by **you** or any other party.

### ***Cyber Act***

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***

- 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 disruption to, unavailability of, or failure to access, process, use or operate any **computer system** or a series of such related events.

### ***Cyber Loss***

Any loss, damage, liability, claim, cost or expense, of whatsoever nature, arising from or connected with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

### ***Data***

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored, by a **computer system**.

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## Buildings Section Exclusions Amendment

The following exclusion is added and applies to Buildings:

11. a) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores** unless such **fungi** or **spores** are directly caused by or directly result from an event otherwise insured and not otherwise excluded under this Policy.
  - b) The cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**.  
For the purposes of this Exclusion:
    - a) **Fungi** shall mean any fungi, including (but not limited to) any form or type of mould, yeast, mushroom, mildew, bacteria or wet or dry rot, whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any **fungi** or **spores** or resultant mycotoxins, allergens, or pathogens.
    - b) **Spores** shall mean any spore, including (but not limited to) one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any **fungi**.
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## General Exclusions Amendment

General Exclusion 4. Cyber of this Policy, is deleted and replaced by the following:

4. **Cyber**
  - a) **cyber loss**;
  - b) loss, damage, liability, claim, cost, expense of whatsoever nature, arising from or connected 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**; or
  - c) the failure of any equipment to correctly recognise the date or a change of date.

**We** shall not indemnify **you** for any action taken in controlling, preventing, suppressing or remediating a **cyber incident** or a **cyber act**.

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