

ELECTRONIC EQUIPMENT INSURANCE ALL RISKS POLICY BUSINESS INTERRUPTION / LOSS OF PROFIT

Whereas the Insured named in the Schedule hereto has made to Santam Limited (hereinafter called "the Insurers") a written proposal by completing a Questionnaire which together with any other written information made by the Insured for the purpose of this Policy is deemed to be incorporated herein.

Now this Policy witnesses that in consideration of the Insured having paid to the Insurers the premium shown in the Schedule the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

Provided always that the due observance and fulfilment of the terms, conditions, exceptions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal(s) shall be conditions precedent to the right of the Insured to recover hereunder.

The Schedule and the section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the section(s) shall bear such meaning wherever it may appear.

INSURED INTEREST

This policy will indemnify the Insured for any loss or reduction of gross profit* following impairment or total interruption of the technical application possibilities of an electronic item or system - as itemized in the insurance policy - which resulted from an indemnifiable physical loss; this is hereinafter referred to as a "downtime loss".

Downtime losses due to loss of or alteration to, respective system operating software* following an indemnifiable physical loss to non-exchangeable data media is also covered.

INSURED LOCATION

- a) Comprehensive cover is provided within the Insured Location as specified.
- b) Cover is also provided when Insured Item(s) are moved or transported within the specified Insured Location.

INSURED LOSSES AND PERILS

Unless hereinafter excluded, any physical loss will be covered under the Policy if:

- a) An item insured under the Policy is either damaged or destroyed due to a sudden, unforeseen circumstance*, whereby it is no longer able to carry out its intended function.
Alterations to the magnetic, electrical or optical structure of storage media during deletion or overwriting of data on data carriers* are not equivalent to material damage which has affected data media or the electronic data processing equipment/system;
- b) The Insured Item has been lost due to theft, burglary/theft or robbery.

ALL-RISK COVER

Cover is provided for all physical losses which have not been expressly excluded. For example, loss or damage caused by:

- a) Negligence, untrained or improper handling, operational errors, wilful damage or malicious intent by third parties;
- b) Errors in construction, material defects, manufacturing discrepancies,

INDEMNIFICATION

The Insurers will indemnify the Insured for gross profit which the Insured was unable to earn during the indemnity period.

Where nothing to the contrary has been agreed, the indemnity period will be as stated in the policy schedule.

When determining the indemnity for a downtime loss, all circumstances which would have influenced the operating result during the indemnity period had either impairment of operations or total business interruption not occurred, should be taken into account.

In particular, the following will apply when calculating indemnification:

- a) Gross profit will not be indemnified if it would not have been earned due to scheduled or necessary internal auditing of accounts, service and maintenance work or other alterations.
- b) Costs will be indemnified only if they need to be incurred further either on legal grounds or due to economic factors.
- c) Depreciation of machines and other technical equipment/systems will not be indemnified.
- d) Indemnification should not lead to enrichment of the Insured.
- e) Costs incurred by the Insured to avert or reduce losses (loss minimizing additional costs) will be indemnified if:
 - such costs reduce the extent of the Insurer's liability to indemnify the Insured, or if the Insured can reasonably deem such costs to be necessary.

However, costs incurred will not be indemnified:

- if, over and above any gross profit earned, this would be to the Insured's advantage, or if,
 - in addition to indemnification paid they would be higher than the sum which, at most, would have to be paid, less the costs for loss minimizing measures, except if such extra expenditure was paid upon the Insurer's express instructions.
- f) Indemnification is determined by subtracting an amount corresponding to the agreed time excess from the indemnity sum calculated. The share borne by the Insured to the total indemnification amount must be equivalent to the ratio of the time excess to the overall downtime period. Calculation of indemnification will be based only on periods at the Insured's premises during which operations would actually have been carried out had there had been no indemnifiable loss.

The overall downtime period will end at the latest upon expiry of the indemnity period.

Where there has been more than one case of material damage to the same Insured Item which was due to the same cause, the deductible will be subtracted once only.

Deductibles agreed in accordance with the Material Damage Cover section as stated in the policy schedule.

- g) In cases where underinsurance applies, indemnification will be calculated in accordance with the stipulations as mentioned under the Underinsurance section of this wording.

EXCLUSIONS

1.1. ITEMS EXCLUDED

Indemnification will not be paid for loss of profit resulting from interruption or impairment of operations caused by loss of or damage to:

- a) Parts and materials which are prone to heavy wear and tear and repeated or periodic exchange due to their specific function and composition. In particular these are:
 - Auxiliary materials and consumables, as well as working materials, (e.g. development fluids, reagents, toner, coolant, cassette ribbons, films, image and sound carriers, film/foil combinations, specially prepared paper, typeface carriers, raster screens, pipettes);
 - All types of tools (e.g. drills, milling cutters, grippers);
 - Other parts which, during the service-life of the Insured Item and based on past experience, are prone to frequent renewal (e.g. fuses, light sources, non-rechargeable batteries, filters).
- b) Damage to data media if they can be exchanged by the user.
- c) Tubes (e.g. picture tubes, radio-frequency power tubes, X-ray tubes, laser tubes) and intermediate image carriers (e.g. selenium drums) are only covered against fire, water and burglary, if no special agreement has been made.

1.2. PERILS EXCLUDED

The Insurer shall not be liable for loss or damage, directly or indirectly caused by, or contributed to, or arising from:

- a) War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, or malicious persons acting on behalf of, or in connection with, any political organisation, confiscation, commandeering, requisition, or destruction of, or damage to, property by order of the government de jure or de facto of any public, municipal or local authority;
- b) Strike, lock-out, riot, civil commotion or terrorist attacks, i.e. acts of violence, politically, socially, ideologically or religiously motivated;
- c) Earthquake, volcanic eruption, seaquake (tsunami) and all resultant flooding, hurricanes, typhoons, cyclones, tornadoes;
- d) Nuclear reaction, nuclear radiation or radioactive contamination;
- e) Wilful act on the part of the Insured or one of his representatives;

- f) Events for which a third party as supplier (manufacturer or retailer), carrier, forwarding agent or contractor is liable by law or under contractual obligations;
- g) Wear and tear, abrasion and ageing of any part of the Insured Item naturally resulting from ordinary use, or working, or gradual deterioration (consequential loss to other exchangeable parts are covered).
- h) Internal damage to any electronic components which are part of the Insured Item, i.e. loss of, or damage to, electronic components where no evidence can be provided that the damage was caused by an external insured peril resulting in damage to either an exchangeable part/module or to the Insured Item as a whole is not covered (consequential damage to other exchangeable parts/modules, however, is covered).
- i) Errors/discrepancies, which already existed when the Policy was concluded and which were known to the Insured or the Insured's representative(s);
- j) Use of the Insured Item outside of the Insured Location as stipulated in the Policy; however, this point will not apply if the Insured Item is taken outside of the Insured Location either for repairs due to material damage, for service/maintenance or for necessary overhauling procedures;
- k) Losses in connection with the Year 2000 Date Change, as a result of necessary but inadequately carried out conversion or alignment procedures of hardware and software including data in order to ensure smooth operations.

1.3. OTHER LIMITATIONS OF COVER

The Insurer shall not indemnify the Insured for downtime loss due to, or increased by:

- a) reconstruction or operational restrictions imposed by any public authorities;
- b) spoiling, damage or total destruction of raw materials, semi-finished or finished goods, consumables or auxiliary materials;
- c) non-availability of spare parts because they are no longer manufactured;
- d) lack of capital for reconstruction or replacement of lost/damaged items;
- e) improvement or overhauling of Insured Items during service and repair operations, or through replacement of the same;
- f) loss or alteration of data* and programs which are not part of the system operating software of the Insured Item

INSURED'S OBLIGATIONS

- a) In the interests of loss prevention the Insured is bound to observe the manufacturer's instructions and recommendations concerning the Insured Item(s), regarding:
- erection and installation (in particular concerning the power supply, equipotential bonding and air-conditioning),
 - overall operations, service and maintenance.
- b) The Insured is also obliged to keep company accounts, inventory registers/records and financial statements in a secure place for three years prior to the year under review.

Following an insured loss the Insured is obliged to allow the Insurer to carry out an inspection of the respective documents and any invoices or other documentary evidence (e.g. vouchers) regarding development of business during the current financial year.

Should there be any infringement of these obligations on the part of the Insured, the Insurer shall no longer be liable to indemnify the same in event of loss or damage which has taken place.

INSURABLE VALUE - SUM INSURED

- a) The Insurable Value is the gross profit which the Insured was able to earn if no business interruption (downtime) had occurred during the evaluation period.
- b) The Sum Insured agreed in the Policy should at least be equivalent to the Insurable Value.

UNDERINSURANCE

- a) If, upon commencement of the liability period, the Sum Insured is lower than the Insurable Value, underinsurance will apply.

Indemnification payable in accordance with All Risk Cover section will be decreased in the same proportion as the ratio of the Sum Insured to the actual Insurable Value (rule of proportionality applicable in a case of underinsurance).

- b) If, upon commencement of the indemnity period, the figure of relative importance* recorded in the Policy for the Insured Item(s) is lower than the share of the Insurable Value expressed in percent, which the Insured was unable to earn because the Insured Item(s) could not be operated during the overall evaluation period, underinsurance will apply.

RETURN OF PREMIUM

The Insurer will grant a reimbursement of premium for the insurance year just expired, if:

- the Insured's company auditors confirm that the Insurable Value for the insurance year just expired is lower than the Sum Insured agreed, and if,
- the Insured reports this to the Insurer within 6 months after expiry of the insurance year.

The Insured will be granted a reimbursement on the premium for the excess amount on the Sum Insured. The reimbursement is limited to a third of the premium paid for the insurance year.

DEFINITIONS

DATA

Data is all machine-readable information.

DATA MEDIA

Data media is storage media carrying machine-readable information.

Data media which cannot be exchanged by the user is, e.g. all types of hard disks.

Data media which can be exchanged by the user is, e.g. exchangeable magnetic disks, magnetic tapes, CD-ROMs, diskettes.

EXCHANGEABLE PART

In case of repair, usually the part/module to be exchanged.

FIGURE OF RELATIVE IMPORTANCE

The 'figure of relative importance' of an item describes the percentage of the gross profit (refer to 'gross profit') which the Insured was unable to earn if the said item could not be operated during the entire evaluation period (refer to 'evaluation period').

When determining the 'figure of relative importance', measures by which the loss could be minimized should not be taken into account.

GROSS PROFIT

The gross profit is the difference between turnover and variable costs.

TURNOVER

The income earned from the sale of manufactured and delivered commodities, products as well as services rendered.

VARIABLE COSTS (dependent on turnover / not recurrent costs) are costs incurred at the Insured's premises for:

- raw materials, auxiliary materials and consumables, as well as for goods purchased, but not incurred to maintain company business or paid to cover minimum charges and contingency fees for power supply imported from an external source;
- Vat, excise tax and customs duty;

- postal fees for parcels and other outward freight charges, if these are not to be paid for recurrent contractual obligations not dependent on turnover of goods;
- insurance premiums dependent upon turnover;
- licence fees and compensation paid to inventors dependent upon turnover,
- costs not connected with actual manufacturing, commercial or trading business, e.g. investment, speculation or property business;
- penalties for non-performance/breach of contract (punitive damage).

INDEMNITY PERIOD

The Insurer's liability is limited to the actual indemnity period itself. Cover is only provided for the downtime loss which has taken place during the indemnity period.

The indemnity period will commence at the earliest moment in time when material damage could be discovered by the Insured according to the accepted engineering standards; at latest, however, when the actual downtime loss starts.

The downtime loss must start within the agreed indemnity period.

Where a number of connected loss events have taken place affecting the same item, the indemnity period will commence with the first loss.

If the indemnity period has been determined in months, 30 calendar days will be equivalent to one month. If, however, a period of 12 months has been agreed, the indemnity period will be one full calendar year, or the period as stated in schedule longer than 12 months.

INSURED LOCATION

The term specifies the Insured's rooms, buildings or company premises as itemized in the Policy Schedule.

SYSTEM OPERATING SOFTWARE

System operating software is data (refer to 'data') which is necessary to ensure that the insured equipment/system is able to carry out its basic functions (system program data from operating systems or equivalent data).

EVALUATION PERIOD

The 'evaluation period' runs for one year; this will also apply if a shorter indemnity period (refer to 'indemnity period') of less than one year has been agreed.

The 'evaluation period' will expire as soon as the downtime loss no longer exists; at latest, however, when the indemnity period has expired.

REPRESENTATIVES

Representatives are the owner, the shareholders or other representatives chosen in accordance with legal requirements and authorized to represent the respective companies.

UNFORESEEN CIRCUMSTANCES

Circumstances are termed as being unforeseen if the Insured or one of his representatives was/were in no way able to foresee circumstances before they occurred, or, alternatively, despite the professional know-how required at the company to carry out their business activities, such circumstances could still not have been adequately foreseen.

GENERAL EXCEPTIONS

The Insurers will not indemnify the Insured in respect of:

1. **War and Terrorism Exclusion Endorsement (based on NMA2919 to allow for Reinsurance and Insurance)**

Notwithstanding any provision to the contrary within this (re)insurance or any endorsement thereto it is agreed that this (re)insurance excludes loss, damage, cost or expense 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;

- (i) 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; or
- (ii) 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 the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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 (i) and/or (ii) above.

If the (re)insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Reassured/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.

2. SASRIA/NASRIA Exclusion

i) Territories where SASRIA SOC Limited and/or National Special Risks Insurance Association covers apply.

Material Damage and Consequential Loss directly or indirectly related to or caused by any of the perils that fall within the scope of cover granted by the **SASRIA SOC Limited** and/or the National Special Risks Insurance Association, is excluded from the protection of this Policy.

ii) Territories where SASRIA SOC Limited and/or National Special Risks Insurance Association covers do not apply.

A. Material Damage and Consequential Loss arising in respect of:

- a) Any act (whether on behalf of any organization, body or person, or group of persons) calculated or directed to overthrow or influence any State of Government, or any Provincial, Local or tribal Authority with force or by means of fear, terrorism or violence.
- b) Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any State or Government, or Provincial, Local or Tribal Authority, or for the purpose of inspiring fear in the public, or any section thereof.
- c) Any attempt to perform any act referred to in clause (a) or (b) above.
- d) The act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any occurrence referred to in clause (a), (b) or (c);

are excluded from protection of this Policy.

- #### B. Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein, this Policy does not cover loss or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of clause (B) an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or Government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any

Government or for the purposes of inspiring fear in the public or any section thereof.

If the Insurer alleges that, by reason of clause A or B of this exclusion loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

3. Nuclear Energy Risks in accordance with the Nuclear Energy Risks Exclusion Clause (1994) (Worldwide excluding U.S.A. and Canada) (based on NMA1975a to allow for Reinsurance and Insurance)

This (re)insurance shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of (re)insurance and/or via Pools and/or Associations.

For all purposes of this (re)insurance Nuclear Energy Risks shall mean all first party and/or third party insurances or reinsurances (other than Workers Compensation and/or Employers Liability) in respect of:

- (I) All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant equipment therein on any site other than a nuclear power station.
- (II) All Property, on any site (Including but not limited to the sites referred to in (I) above) used or having been used for:
 - (a) The generation of nuclear energy; or
 - (b) The Production, Use or Storage of Nuclear Material.
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (IV) The supply of goods and service to any of the sites, described in (I) to (III) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above:

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

3.1 The provision of any insurance or reinsurance whatsoever in respect of:

- a) Nuclear Material;
- b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first critically where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

3.2 The provision of any insurance or reinsurance for the undernoted perils:

- Fire, Lightning, explosion;
- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril Insured by the relevant local Nuclear Insurance Pool and/or Association

In respect any other Property not specified in (3.1.) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

DEFINITIONS

NUCLEAR MATERIAL

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste being any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

NUCLEAR INSTALLATION

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

NUCLEAR REACTOR

Any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

PRODUCTION, USE OR STORAGE OF NUCLEAR MATERIAL

The production, manufacture, enrichment, conditioning, processing, use, storage, handling and disposal of Nuclear Material.

PROPERTY

Shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

HIGH RADIOACTIVITY ZONE OR AREA

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (Including its support and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

4. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (CL370)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 4.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 4.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 4.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

4.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

5. Property Cyber and Data Endorsement (LMA5400)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- 5.1 Cyber Loss, unless subject to the provisions of paragraph (ii) below;
- 5.2 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, unless subject to the provisions of paragraph (iii) below;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- (i) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- (ii) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured 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 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 Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- (iii) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- (iv) This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

DEFINITIONS

CYBER LOSS

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection 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.

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

- 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
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

COMPUTER SYSTEM

Any computer, hardware, software, communications 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 the Insured or any other party.

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.

DATA PROCESSING MEDIA

Any property insured by this Policy on which Data can be stored but not the Data itself.

6. Asbestos Exclusion

This insurance shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

7. Sanctions Limitation and Exclusion Clause (LMA3100)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

8. Communicable Disease Exclusion (April 2020) (LMA5397)

- 8.1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 8.2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 8.2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 8.2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 8.2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

9. Industries, Seepage, Pollution and Contamination Clause (NMA1685)

This Insurance does not cover any liability for:

- 9.1. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (9.1.) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

- 9.2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- 9.3. Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

- 10. The deductibles stated in the Schedule to be borne by the Insured.
- 11. Confiscation nationalisation or requisition or destruction of or damage to property by or under the order of any Government de jure or de facto of any Public or Local Authority or abandonment of the Property Insured.
- 12. Loss of or damage to experimental or prototype machinery and equipment or any consequential losses arising therefrom.