

General exclusions

This policy does not cover

1 Property insured elsewhere

Property more specifically insured under another policy.

2 Radioactive contamination

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) Any legal liability of whatsoever nature directly or indirectly caused by, contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Exclusion 2 does not apply to the Personal accident section

Exclusion 2(b) does not apply to Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement

3 War risks

Any contingency liability or **damage** occasioned by or happening through war invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

Exclusion 3 does not apply to Cover 1 of the Liabilities section

4 Sonic bangs

Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5 Electronic risks

Applicable to all sections except Liabilities, Legal expenses and Personal accident.

- (a) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism or hacking or denial of service attack**;
- (b) Consequential loss directly or indirectly caused by or arising from **virus or similar mechanism or hacking or denial of service attack**.

Definitions specific to exclusion 5

Denial of service attack(s)

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether **your** property or not.

Virus or similar mechanism

means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. This includes but is not limited to Trojan horses, worms and logic bombs.

6 Date recognition

Any consequential or other loss, costs and expenses and any legal liability, accidental bodily injury or loss, destruction or damage to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**:

- (a) correctly to recognise any date as its true calendar date;
- (b) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date;
- (c) to capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date;

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**.

Definitions specific to exclusion 6**Computer**

means computer or other equipment, media or system (or any part of them) for processing, storing or retrieving data to include without limitation any microchip, integrated circuit or similar device or any computer software.

Defined peril

means any of the insured events specified in any section(s) of this policy insuring property excepting:

- (a) accidental **damage**; and
- (b) causes excluded from these insured events.

Exclusion 6 does not apply to the Personal accident section.