This is a sample Policy document that provides full wording for all the covers we offer.

Once you have bought your Policy you will be provided with the documentation specific to what you have requested.
Welcome to Sun General Insurance Inc.

We are delighted You have chosen Us for Your insurance needs and are confident that You will be satisfied with the level of service and insurance protection You receive.

In the following pages and the attached Schedule, You will learn everything You need to know about Your insurance Policy and how to contact Us in case You have a claim. Please make sure to keep this Policy in a safe place. If there is anything incorrect, please return it to Our offices immediately.

If during the course of the insurance Your circumstances change, You must notify Us immediately so that We can ensure that the cover We are providing is adequate.

Remember to ask Us or Your representative about the other services We offer including:
• Vehicle Insurance
• Home Insurance
• Travel Insurance
Having multiple policies with Us will save You money!

We hope You will be Our customer for many years to come.

Davis Browne
President
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### SECTION 1: DEFINITIONS

- **Business**
  As stated on the Schedule as Occupancy.

- **Data**
  Representation of information or concepts, in any form.

- **Deductible/Excess**
  The amount You will have to pay towards each separate claim.

- **Endorsement**
  Any written amendment to Your Policy which We have made either by way of Your request or by a change in Your circumstances.

- **Geographical Area**
  The country as stated on the Schedule.

- **Period of Insurance**
  The period in which You are covered under this Policy as stated under Period of Insurance on Your Schedule.

- **Policy**
  This policy booklet, Your Schedule, the proposal and declaration and any applicable Endorsements.

- **Premises**
  The buildings at the addresses shown in the Schedule under Risk Description, including their grounds, all within the boundaries for which the Insured is responsible and being, unless more specifically described in the Schedule, occupied by the Insured for the purpose of the Business.

- **Schedule**
  The document attached to this policy booklet which gives details of the Limits of Liability, the Excesses and which sections of the Policy apply.

- **Terms**
  All conditions, exclusions and provisions which apply to Your Policy.

- **Sum Insured/Limit of Liability**
  The amount shown on Your Schedule as the most We will pay for claims resulting from one incident unless otherwise changed by way of Endorsement.

- **We, Us, Our, Company, Insurer**
  Sun General Insurance Inc.

- **You, Your, Insured**
  The person(s) or businesses named as Insured on the Schedule.

Whereas the Insured named in the Schedule hereeto has made to the Insurer a written proposal by completing a questionnaire which, together with any other statements made in writing by the Insured for the purpose of this Policy, is deemed to be incorporated herein.

Now this Policy of Insurance witnesses that, subject to the Insured having paid to the Insurer the premium mentioned in the Schedule and subject to the Terms contained herein or endorsed hereon, the Insurer will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy applies whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the Premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.
your electronic equipment insurance policy

SECTION 2: MATERIAL DAMAGE

The Insurer hereby agrees with the Insured that if at any time during the Period of Insurance stated in the Schedule or during any subsequent period of which the Insured pays and the Insurer may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule suffer any unforeseen and sudden physical loss or damage form any cause other than those specifically excluded, in a manner necessitating repair or replacement, the Insurer will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Insurer's option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereof and not exceeding in all the total sum expressed in the Schedule as insured hereby.

2.1 Exclusions to Section 2 - What is not Covered

The Insurer shall not, however, be liable for:

1. the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single Deductible application to such items;
2. loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurer or not;
3. loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
4. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
5. any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items;
6. any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
7. loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
8. loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
9. consequential loss or liability of any kind or description;
10. loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals);
11. aesthetic defects, such as scratches on painted, polished or enameled surfaces.

In respect of the parts mentioned 10. and 11. above, the Insurer shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage to the insured items.

2.2 Provisions Applying to Section 2

1. MEMO 1 – Sum Insured

It shall be a requirement of this insurance that the Sum Insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including, e.g., freight, customs duties and dues, if any, and erection costs. If the Sum Insured is less than the amount required to be insured every item if more than one shall be were subject to this condition separately.

2. MEMO 2 – BASIS OF INDEMNITY

a. In cases where damage to an insured item cannot be repaired, the Insurer shall pay expenses necessarily incurred to restore the damaged item to its former state of seviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured.

If the repairs are executed at a workshop owned by the Insured, the Insurer should pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed herein above equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b. below.

b. In cases where an insured item is destroyed, the Insurer shall pay the actual value of the item immediately before the occurrence of loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurer shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account.

The destroyed item shall no longer be covered under this Policy, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the Schedule.

(The Insurer may agree – by application of the relevant Endorsement – to extend this insurance to cover reimbursement of the full replacement value.)

As from the date of an indemnifiable occurrence the Sum Insured shall be reduced for the remaining Period of Insurance by the amount of indemnity paid, unless the Sum Insured is reinstated.

Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this Insurance only if specially agreed in writing.

The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy. The costs of any provisional repairs shall be borne by the Insurer if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The Insurer shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

SECTION 3: EXTERNAL DATA MEDIA

The Insurer hereby agrees with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, suffer any material damage indemnifiable under Section 2 of this Policy, the Insurer will indemnify the Insured, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total Sum Insured hereby, provided always that such loss or damage occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Insurer may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises.

3.1 Exclusions to Section 3

The Insurer shall, however, not be liable for:

1. the Excess stated in the Schedule to be borne by the Insured in any one
occurrence;
2. any costs arising from false programming, punching, labeling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
3. consequential loss of any kind or description whatsoever.

### 3.2 Provisions Applying to Section 3

1. **MEMO 1 – Sum Insured**
   It shall be a requirement of this insurance that the **Sum Insured** is the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing list information.

2. **MEMO 2 – Basis of Indemnity**
   The **Insurer** shall indemnify any expenses that can be proved to have been incurred by the **Insured** within a period of twelve (12) months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within twelve (12) months after the occurrence, the **Insurer** shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the **Sum Insured** shall be reduced for the remaining **Period of Insurance** by the amount of indemnity paid unless the **Sum Insured** is reinstated.

### SECTION 4: INCREASED COST OF WORKING

The **Insurer** hereby agrees with the **Insured** that if material damage indemnifiable under Section 2 of this **Policy** gives rise to a total or partial interruption of operation of the EDP equipment entered in the **Schedule**, the **Insurer** will indemnify the **Insured**, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment not covered under this **Policy** up to an amount not exceeding the agreed indemnification per day and not exceeding in all the **Sum Insured** in any one year of insurance, provided always that such interruption occurs during the **Period of Insurance** stated in the **Schedule** or during any subsequent period for which the **Insured** pays and the **Insurer** may accept the premium for the renewal of this **Policy**.

#### 4.1 Exclusions to Section 4 - What is not Covered

The **Insurer** shall, however, not be liable for any additional expenditure incurred as a result of:

1. restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;
2. the necessary funds not being available to the **Insured** in time for repairing damaged or destroyed equipment.

#### 4.2 Provision Applying to Section 4

1. **MEMO 1 – Sum Insured**
   It shall be a requirement of this insurance that the **Sum Insured** stated in the **Schedule** is the amount which the **Insured** would have to pay as additional expenditure for twelve (12) months’ use of substitute EDP equipment of similar performance to the EDP equipment insured. The **Sum Insured** shall be based on the amounts agreed per day and per month as specified in the **Schedule**.

The **Insurer** shall also reimburse the **Insured** for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this section, provided separate sums therefore have been entered in the **Schedule**.

2. **MEMO 2 – Basis of Indemnity**
   In the event of failure of the EDP equipment insured the **Insurer** shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The **Insured** shall bear that proportion of each claim that corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual **Sum Insured** which is applicable to this period, the **Insurer** shall only be liable to indemnify the **Insured** in respect of that proportion of the agreed annual **Sum Insured** which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the **Insurer**.

As from the date of an indemnifiable occurrence the **Sum Insured** shall be reduced for the remaining **Period of Insurance** by the amount of indemnity paid, unless the **Sum Insured** is reinstated.

### SECTION 5: OPTIONAL EXTENSIONS

#### 5.1 Cover For Loss Or Damage Due To Strike, Riot And Civil Commotion

It is agreed and understood that otherwise subject to the **Terms** contained in the **Policy** or endorsed thereon and subject to the **Insured** having paid the agreed extra premium, this **Policy** shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this **Endorsement** shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by:

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereof.
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked out worker performed in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that:

a. all the **Terms** of this **Policy** shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the **Policy** shall be deemed to include the perils hereby insured against.

b. the following Special Conditions shall apply only to the insurance granted by this extension, and the wording of the **Policy** shall apply in all respects to the insurance granted by the **Policy** as if this **Endorsement** had not been made thereon.

#### 5.2 Special Conditions to Section 5

1. **This Policy** shall not cover:
   a. loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
   b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority,
   c. loss or damage occasioned by permanent or temporary dispossession...
of any building resulting from the unlawful occupation by any person of such building.

Provided nevertheless that the **Insurer** is not relieved under b. or c. above of any liability to the **Insured** in respect of physical damage to the property **Insured** occurring before dispossession or during temporary dispossession.

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences:
   a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
   b. mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
   c. any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the **Insurer** alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the **Insured**.

3. This insurance may at any time be terminated by the **Insurer** on notice to that effect being given by registered post at the **Insurer**'s last known address, in which case the **Insurer** shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of termination.

**SECTION 6 - GENERAL CONDITIONS**

6.1 * Arbitration*

If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted), such difference 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 in writing by each of the parties, within one (1) calendar month after having been required in writing to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before the latter enter upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be in condition precedent to any right of action against the **Insurer**.

6.2 *Beneficiary Rights*

Under an insurance for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the **Insured**. Without obtaining the **Insurer**'s approval, the Beneficiary shall further have the right to receive any indemnity paid under this **Policy** and to transfer the **Insurer**’s rights even if the Beneficiary is not in possession of this **Policy**. Upon payment of an indemnity the **Insurer** may require evidence of the Beneficiary having given his consent to the insurance and of the **Insured** having given his consent to the receipt of an indemnity by the Beneficiary.

6.3 *Cancellation*

A. **CANCELLATION BY YOU**

You have the right to cancel this **Policy** by giving seven (7) days notice in writing to any of Our offices within the Geographical Area. If no claim has been made, or no incident that may give rise to a claim has been reported, We will calculate the number of days **Your Policy** has been in force and provide **You** with a refund, if applicable, as per the cancellation table below less any reasonable inspection charges the **Insurer** may have incurred and less any long-term discount on premiums granted:

<table>
<thead>
<tr>
<th>Time Policy in Force</th>
<th>Amount of Premium refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 - 60 days</td>
<td>70% of the Premium</td>
</tr>
<tr>
<td>61 - 90 days</td>
<td>60% of the Premium</td>
</tr>
<tr>
<td>91 - 120 days</td>
<td>50% of the Premium</td>
</tr>
<tr>
<td>121 - 150 days</td>
<td>40% of the Premium</td>
</tr>
<tr>
<td>151 - 180 days</td>
<td>30% of the Premium</td>
</tr>
<tr>
<td>181 - 240 days</td>
<td>20% of the Premium</td>
</tr>
<tr>
<td>241 days or more</td>
<td>No refund given</td>
</tr>
</tbody>
</table>

B. **CANCELLATION BY US**

We have the right to cancel this **Policy** by giving **You** seven (7) seven days notice by registered mail in writing to **Your** last known address.

If a claim has been made, or an incident that may give rise to a claim has been reported, then no refund of premium will be due.

If no claim has been made then **We** will refund **You** a pro rata premium in proportion to the amount of time that **Your Policy** has been in force.

6.4 *Claims Procedure*

In the event of any occurrence which might give rise to a claim under this **Policy**, the **Insured** shall:

a. immediately notify the **Insurer** by telephone as well as in writing, giving an indication as to the nature and extent of the loss or damage;

b. take all steps within his power to minimize the extent of the loss or damage;

c. preserve the parts affected and make them available for inspection by a representative or surveyor of the **Insurer**;

d. furnish all such information and documentary evidence as the **Insurer** may require;

e. inform the police authorities in the case of loss or damage due to burglary.

The **Insurer** shall on no account be liable for loss or damage of which the **Insurer** have received no notice within fourteen (14) days of its occurrence.

Upon notification being given to the **Insurer** under this condition, the **Insured** may carry out repairs of or make good any minor damage; in all other cases a representative of the **Insurer** shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the **Insurer** does not carry out the inspection within a period of time, which could be considered adequate under the circumstances, the **Insured**, shall be entitled to proceed with the repairs or replacement.

The liability of the **Insurer** under this **Policy** in respect of any **Insured** item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the **Insurer**, or if temporary repairs are carried out without the **Insurer**’s consent.

6.5 *Fraudulent Claims*

a. If the proposal or declaration of the **Insured** is untrue in any material aspect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this **Policy** shall be void and the **Insurer** shall not be liable to make any payment hereunder.

b. In the event of the **Insurer** disclaiming liability in respect of any claim and if any action or suit is not commenced within three (3) months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7.1 of this **Policy**) within three (3) months after the Arbitrators or Umpire have made their award, all benefit under this **Policy** in respect of such claim shall be forfeited.

6.6 *Indemnity*

The indemnity shall be payable one (1) month after determination by the **Insurer** of the full amount due. Notwithstanding the above, the **Insured** may, one (1) month after the **Insurer** has been duly notified of the loss and
has acknowledged its liability, claim as an installment the minimum amount payable under the prevailing circumstances, the running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insurer’s control.

The Insurer shall be entitled to withhold indemnification:

a. if there are doubts regarding the Insurer’s right to receive the indemnity, pending receipt by the Insurer of the necessary proof;

b. if in connection with the claim an examination by the Police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination.

6.7 Insured’s Duty
1. The due observance and fulfillment of the Terms 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 questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurer.

6.8 Insurer’s Rights and Notice
a. Representatives of the Insurer shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurer with all the details and information necessary for the assessment of the risk.

b. The Insured shall immediately notify the Insurer by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by the Insurer.

6.9 Interpretation
The Schedule and the section(s) shall be deemed to be incorporated in and form part of this Policy and the expression 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, of the Schedule or of the section(s) shall bear such meaning wherever it may appear.

6.10 Other Insurance
If at any time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Insurer shall not be liable to pay or contribute more than their ratable proportion of any claim for such loss or damage.

6.11 Reasonable Precautions
The Insured shall at its own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurer to prevent loss or damage and comply with statutory requirements and manufacturers’ recommendations.

6.12 Subrogation
The Insured shall at the expense of the Insurer do not concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurer in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those Insured under this Policy) to which the Insurer are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are to become necessary or required before or after the Insurer’s indemnification by the Insurer.

SECTION 7 - GENERAL EXCLUSIONS

7.1 Acquired Immune Deficiency Syndrome
This Policy does not cover injury or sickness of an insured person arising wholly or in part directly or indirectly from Human Immunodeficiency Virus (HIV) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and from mutant derivative or variations thereof however caused.

7.2 Asbestos
This Policy 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, damage, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

7.3 Data Exclusion Clause
This Policy does not cover any liability, loss, damage cost or expense caused by, arising out of or related in any way, directly or indirectly to:

1. a. erasure, destruction, corruption, misappropriation of Data,

   b. erroneously creating, amending, entering, deleting or using Data including any loss of use arising therefrom.

2. the distribution or display of Data by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of Data.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

7.4 Electronic Date Recognition
This Policy does not cover any loss, damage, cost, claim, legal liability or expense of whatever nature whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

1. the calculation comparison, differentiation, sequencing or processing of Data involving date changes to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

2. any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

The indemnity provided shall also not apply under any circumstances whatsoever to any legal liability of whatever nature arising out of the failure of any computer or other equipment or system for processing, storing or retrieving Data, whether the property of the Insured or not:

a. correctly recognize any date as its true calendar date

b. 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 as its true calendar date.

c. capture, save, retain or correctly process any Data as a result of the operation of any command which has been programmed into any computer software, 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.

This exclusion applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, injury, cost, claim, liability or expense.

7.5 Electromagnetic Fields
This Policy does not cover:

Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss,
damage, cost or expense.

7.6 Genetically Modified Organisms
This Policy does not cover:

Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by Genetically Modified Organisms.

For the purposes of this exclusion the term Genetically Modified Organisms (GMO’s) shall mean and include:

Organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change.

Every biological or molecular unit with self-replication potential, or biological or molecular unit with self-replication potential from which they have been derived, which has been subject to a genetic engineering process, which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any province, State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated in this definition in addition to the foregoing.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

7.7 Information Technology Hazards Clarification

Losses arising, directly or indirectly, out of:

1. loss of, alteration of, or damage to
   or
2. a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, Data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:
   a. fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

7.8 Noise Pollution

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this insurance does not apply to injury or property damage arising out of any form of noise pollution however caused.

It is further agreed and understood that this insurance does not apply to any loss demand claim suit or cost arising out of or caused by noise pollution.

Subject otherwise to the terms, conditions and exceptions of the within written policy.

7.9 Terrorism

It is hereby declared and agreed that any acts of terrorism which means the use or threatened use of any violence or force (including acts of sabotage, or the manufacture or other creation, direct or indirect release, of germs, disease or other contagious or contaminant(s) by any person or persons for any reason whatsoever, whether or not such person or person are acting in concert with or on behalf of any organization or government are excluded under the within written Policy.

Terrorism includes but is not limited to, any use or threatened use of violence, force or physical harm by any means that frightens, intimidates or instills fear in the public at large or any members of the public.

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, injury, cost, claim, liability or expense.

7.10 Transmissible Spongiform Encephalopathies

This Policy does not cover:

1. Any liability, loss, cost or expense arising out of, resulting from, caused or contributed to by:
   a. Transmissible Spongiform Encephalopathies (hereafter referred to as TSE)
   b. Exposure to TSE or:
   c. Exposure to any item that is known or suspected to cause, contribute to or enable TSE;

2. The cost of abatement, mitigation, removal or disposal of feed, feed additives or animals, or of any premises or equipment handling such items, as a result of any known or suspected connection between such items and TSE;

3. Any costs related to a person’s abatement, mitigation or removal of, or testing, medical monitoring, medical costs or cure for TSE.

This exclusion also includes:

a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

7.11 War Exclusions

The Insurer shall not indemnify the Insured in respect of loss or damage directly or indirectly caused by, arising out of or aggravated by:

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious person or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;

2. nuclear reaction, nuclear radiation or radioactive contamination;

3. willful act or willful negligence of the Insured or his representatives.

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions in the exclusion above, any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.