



Policy

Comprehensive General Liability

The benefits payable under eligible policy are protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit www.pidm.gov.my).

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.
Toll Free: 1-800-889-933
Tel.: 03-2170 7300
E-mail: customer@bsompo.com.my
Website: www.berjayasompo.com.my

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IMPORTANT NOTICE

This is your Comprehensive General Liability Policy. You should satisfy yourself that this Policy will best serve your needs. You should read and understand the Policy terms, conditions and warranties and discuss with your insurance advisor, agent, broker and/or with us directly for more information and/or to clarify any doubts you may have when you purchase this Policy. If there is any error or misdescription, or if the cover is not in accordance with your wishes, please return the Policy to us immediately for amendment.

You must fully observe and fulfill this Policy's terms, conditions and warranties to enjoy the coverage provided. If you have any questions after reading these documents, please contact us for further clarification. If there is any change in your declarations that may affect the insurance provided, please notify us immediately, otherwise you may not receive the benefits of this Policy.

To help preserve the environment, we will send a printed copy of this Policy Wording once only. Please keep this Policy Wording safely. In case of renewal and/or amendment of your Policy, we will send you the Policy Schedule and/or Endorsement only. If at any time you require a copy of the Policy Wording, please download a copy from www.berjyasompo.com.my based on the jacket code provided.

If you have any complaints relating to this Policy, please contact

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank
105 Jalan Ampang
50450 Kuala Lumpur
Tel. : 03-2170 7300
Toll Free : 1-800-889-933
Fax : 03-2170 4800
E-mail : customer@bsompo.com.my

If you are not happy with our response, you may opt to contact either:

FINANCIAL MARKETS OMBUDSMAN SERVICE

Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel. : 03-2272 2811
Website : www.fmos.org.my

BNMLINK

4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur.
Tel : 1-300-88-5465
Oversea : 03-2174 1717
BNMLINK Webpage : bnm.gov.my/BNMLINK

THIS IS A CLAIMS MADE POLICY.

OUR AGREEMENT

This Policy, the **Schedule** and any **Endorsements** must be read together as they form **Insured's** insurance contract with the **Company**. These documents reflect the Terms and Conditions of the insurance contract as agreed between the **Insured** and the **Company** pursuant to information provided by the **Insured** (or on the **Insured's** behalf by the **Insured's** intermediary) and are issued in consideration of the payment of **Premium** as specified in the **Schedule** and **Endorsements** respectively.

DUTY OF DISCLOSURE

Where Insured has applied for this Insurance wholly for purposes related to Insured's trade, business or profession, Insured has a duty to disclose any matter that Insured knows to be relevant to the decision of the Company in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Insured's contract of insurance, refusal or reduction of Insured's claim(s), change of terms or termination of Insured's contract of insurance.

Insured also has a duty to inform the Company immediately if at any time after Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when Insured applied for this insurance) is inaccurate or has changed.

INSURING CLAUSES

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

The Company will indemnify the Insured up to but not exceeding the Limit of Indemnity as specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages arising from any claim or claims first made against them in writing during the Period of Insurance stated in the Schedule, consequent upon :-

- a) accidental bodily injury
- b) accidental property damage

to which this insurance applies, happening during the Period of Insurance and caused in the course of the business of the Insured within the Territorial Limits as stated in the Schedule.

The Company will in addition indemnify the Insured against :-

- i) all costs and expenses of litigation recovered by any claimant from the Insured, and
- ii) all costs and expenses incurred with the written consent of the Company

Provided always that the liability of the Company under this Section for damages including claimants' costs and expenses shall not exceed the Limits of Indemnity as stated in the Schedule.

SPECIAL EXCLUSIONS

The Company shall not indemnify the Insured in respect of :-

1. the deductible as stated in the Schedule to be borne by the Insured in any one claim.
2. liability assumed by the Insured under any contract or agreement and which would not have attached in the absence of such contract or agreement.
3. liability arising out of the ownership, maintenance, operation, use, loading and unloading of :-
 - a) any automobile or aircraft owned or operated by or rented or loaned to the Insured or
 - b) any other automobile or aircraft operated by any person in the course of his employment by the Insured

but this exclusion does not apply if the Insured is legally liable in regard to the parking of any automobile on premises owned by, rented to or controlled by the Insured or the ways immediately adjoining, if such automobile is not owned or operated by or rented or loaned to the Insured.

4. liability arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organised racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.
5. liability including loss or damage to the properties arising out of and in the course of the transportation (including loading & unloading) by an automobile or watercraft/vessel or aircraft owned or operated by or rented or loaned to the Insured.

6. liability arising out of the ownership, maintenance, operation, use, movement, loading or unloading of:-
 - a) any watercraft/vessel owned or operated by or rented or loaned to the Insured
 - b) any other watercraft/vessel operated by any person in the course of this employment by the Insured but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Insured.
7. any claim directly or indirectly arising from any liability for –
 - a) personal injury or bodily injury or financial loss or loss of , damage to, or loss of use of property directly or indirectly arising out of the discharge dispersal, release or escape of pollutants.
 - b) the cost of removing, nullifying or cleaning up pollutants.
 - c) fines, penalties, punitive or exemplary damages arising direct or indirectly out the discharge dispersal release or escape of pollutants.

For the purpose of this clause, "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

8. liability for which the Insured may be held liable -
 - a) as a person or organisation engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - b) if not so engaged, as an owner or lessor of premises used for such purposes

if such liability is imposed -

 - i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage or
 - ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol of which causes or contributes to the intoxication of any person

but part (ii) of this exclusion does not apply with respect to liability of the Insured as an owner or lessor described in (b) above
9. any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, disability benefits, occupational injury or illness, unemployment compensation or under any similar law.
10. bodily injury to any employee of the Insured or any person under contract of service or apprentice with the Insured arising out of and in the course of his/her employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury.
11. property damage to :-
 - a) property owned or occupied by or rented to the Insured.
 - b) property used by the Insured.
 - c) property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control, or
 - d) premises alienated by the Insured arising out of such premises or any part thereof.
 - e) that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work.
 - f) the Insured's products arising out of such products or any part of such products.
 - g) work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of material, parts or equipment furnished in connection therewith.
12. loss of use of tangible property which has not been physically injured or destroyed resulting from :-
 - a) delay in or lack of performance by or on behalf of the Insured of any contract or agreement, or
 - b) the failure of the Insured's products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured.
13. any claim in respect to the recall, inspection, repair, replacement or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn or recalled from the market or from use by any person or organisation because of any known or suspected defect, deficiency inadequacy or dangerous condition therein.
14. liability arising out of the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith.
15. penalties for non-completion of or delay in completion of contract(s), consequential loss of any kind or description.
16. all claims arising out of any removal of debris/wreck.
17. liability in respect of :-
 - a) loss of or damage to any property or land or building or structure caused by vibration or by the removal or weakening of support.
 - b) injury to or illness of any person or loss of or damage to property occasioned by or resulting from any such loss or damage aforesaid.

18. any liability arising out of any product guarantee.
19. any liability arising out of loss of pure financial nature such as loss of goodwill or loss of market.
20. any liability arising from plagiarism or infringement of any copyright, trade mark, trade name or service mark, registered design, patent and intellectual proprietary rights.
21. any liability arising out of or in connection with drilling and/or refining of liquid or gas fuel or oil in connection with Oil and Gas industry and hot works or any hot testing or commissioning.
22. any claim in respect of fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of, or in excess of compensatory damages.
23. claims arising out of all known claims and circumstances/allegations that might lead to claims as at Policy Inception Date.
24. any liability arising from or in connection with Product. As used herein, "Product" means property after it has left the custody or control of the Insured which has been supplied, manufactured, constructed, erected, installed, sold or distributed by the Insured including any container thereof (other than a vehicle).
25. consequential loss or loss of use arising out of damage to or destruction of any property belonging to any Principal or Contractor for whom work is being performed by or on behalf of the Insured.
26. any liability arising out of or allegedly due to exposure to or contact with "Electromagnetic Radiation". As used herein, "Electromagnetic Radiation" includes but is not limited to magnetic energy waves field or forces generated produced, distributed, transmitted or maintained by charges, currents, frequencies, energy or forces of electricity.
27. any liability in respect of damage to principal existing property.

GENERAL EXCLUSIONS

The Company shall not be liable to indemnify the Insured for claims directly or indirectly caused by or arising out of or aggravated by :-

- a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lockout, civil commotion, military or usurped power, a group of malicious person or persons acting on behalf of or in connection with any political organisation, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority.
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- c) nuclear weapons material.
- d) wilful act or wilful negligence of the Insured.

GENERAL CONDITIONS

1. The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.
2. The Schedule and the Section(s) shall be deemed to be incorporated into 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 or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Company.
4.
 - a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
 - b) The Insured shall immediately notify the Company 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, 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 insurance is confirmed in writing by the Company.

5. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and comply with all statutory or other regulations and shall take all reasonable steps to maintain all premises furnishings fittings appliances and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith caused such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
6. If the premium has been calculated on estimates supplied by the Insured an accurate record shall be kept by the Insured of all matters for which estimates have been furnished and the Insured shall at all times allow the Company to inspect such record. Within one month of the expiry of each Period of Insurance the Insured shall supply the Company with a correct account of the particulars necessary for assessing the premium and if the actual particulars shall differ from the estimated upon which premium as been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
7.
 - a) In the event of any injury, loss or damage, written notice containing particulars sufficient to indemnify the Insured and also reasonable obtainable information with respect to the time, place and circumstances thereof, and the names and address of the Insured and if available witness, shall be given by or for the Insured to the Company as soon as possible after it comes to the knowledge of the Insured or of the Insured's representatives for the time being.
 - b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative to enable the Company to investigate, settle or resist the claim or suit as the Company may think fit.
 - c) The Insured shall cooperate with the Company and upon the Company's request, assist in making settlement, in the conduct of suits and in enforcing any rights of contribution or indemnity against any person or organisation who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this Policy and giving evidence and obtaining the attendance of witnesses.
8. The Insured shall not incur any expense whether by litigation or otherwise or make any payment settlement arrangement or admission of liability in respect of any claim for which the Company may be liable under this Policy without the written authority of the Company. The Company shall be entitled to use the name of the Insured for all purposes in connection with the Policy including bringing defending enforcing or settling of legal proceedings for the benefit of the Company in connection with any one claim or number of claims arising out of any cause for indemnity against liability as defined in this Policy.

The Company may at any time pay to the Insured in connection with any third party claim or series of third party claims notified hereunder the amount of the Limit of Indemnity as specified in the policy (after deduction of any sum or sums already paid by the Company whether as costs and expenses or as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made to the Company shall be under no further liability in connection therewith and shall (except with respect to any subrogation action) relinquish the conduct and control of and be under no further liability in connection with such claim or claims or associated defence costs.

9. No action shall lie against the Company until the amount of the Insured's obligation to pay shall have been finally determined either by the judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organisation of the legal representative hereof who has secured such judgement of written agreement shall thereafter be entitled to recover under this Policy. No person or organisation shall have any right under this Policy to join Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligation hereunder.

10. The Insurance afforded by this Policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this Policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess of contingent basis, the Company shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:-

a) Contribution by equal shares

If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contribute an equal share until the share of each insurer equals the lowest applicable limit of indemnity under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

b) Contribution by limits

If any of such other insurance does not provide for contribution by equal shares, limit of indemnity under this Policy for such loss bears to the total applicable limit of indemnity the Company shall not be liable for a greater proportion of such loss than the applicable of all valid the collectible insurance against such loss.

11. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage necessary or required before or after the Insured's indemnification by the Company. The Insured shall do nothing after loss to prejudice such rights.
12. The Insured may cancel this Policy at any time by giving notice in writing to the Company. Such notification shall become effective from the date the Company receives the notice or on the date specified in the notice, whichever is later. The Company will refund the pro-rated premium to the Insured for the unexpired Period of Insurance, provided no claims have been made under the Policy and subject to a minimum premium of RM150.00.

The Company may cancel this Policy by giving the Insured thirty (30) days' notice in writing to the Insured's email address or address known to the Company, and refund the pro-rated premium to the Insured for the unexpired Period of Insurance.
13. Should any dispute arise between the Insured and the Company over the application of this policy, such dispute shall be determined in accordance with the laws of Malaysia and the States and Territories thereof. In relation to any such dispute arising out of or incidental to this contract of insurance, the parties agree to submit to the jurisdiction of any competent court in Malaysia.

DEFINITIONS

1. **Claims**
Shall mean
 - a) written demand or written allegation against an Insured;
 - b) civil or arbitral proceeding for monetary or non-monetary relief against an Insured, including but not limited to any mediation or similar proceeding.

A Claim is first made against an Insured when the demand is received by the Insured or the proceeding commencing is first served on the Insured.
2. **Bodily Injury**
Shall mean all physical injury to any person including death, sickness, disease or disability and all mental injury, anguish or shock resulting from such physical injury to that person.
3. **Property Damage**
Shall mean physical injury to or destruction of or loss of tangible property including all resulting loss of use of that property.
4. **Schedule**
The Policy Schedule where the details of the Insured's information, premium, territorial limit, limit of indemnity are specified.
5. **Endorsement**
A written alteration to the information, terms, conditions or warranties of this Policy.
6. **Company**
Berjaya Sompo Insurance Berhad.
7. **Insured**
The entity(ies) named in the Schedule as the Insured(s).
8. **Premium**
Any amount The Company require the Insured to pay under the Policy and includes Government charges.

ASBESTOS EXCLUSION

It is hereby understood that 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 directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

Subject otherwise to the terms, conditions and exclusions of this Policy.

COMMUNICABLE DISEASE EXCLUSION (LMA5396)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this **endorsement**, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. 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:
 - 3.1 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
 - 3.2 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
 - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396
17 April 2020

DATE RECOGNITION CLAUSE

It is noted and agreed this policy is hereby amended as follows:-

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 1. correctly recognise any date as its true calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 3. 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.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognise any date as its true calendar date after the loss or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms, conditions and exclusions of this policy.

DEDUCTIBLE CLAUSE

The Insured shall be responsible for the amount of deductible stated in the policy in respect of each and every claim made against the Insured. In the event the Company pay any part or all of the deductible to effect settlement of any claim or suit and upon notification of the action taken the Insured shall promptly reimburse the Company for such part or all of the deductible as has been paid by the Company.

Subject otherwise to the terms, conditions and exclusions of this policy.

ELECTROMAGNETIC FIELDS (EMF) EXCLUSION

This Policy shall not indemnify the Insured in respect of any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic or electromagnetic fields or radiation caused or generated from Insured's operations.

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

MARINE LIABILITY EXCLUSION

It is hereby declared and agreed that the Company shall not be liable for any marine liability including but not restricted to Terminal Operators Liability, Stevedores Liability, Charterers Liability, Safe Berth Liability, Wharfingers Liability, Protection and Indemnity including Collision, Towers Liability, Shipbuilders' and Shiprepairers' Liability.

It is further agreed that this policy does not cover :-

- a) bodily injury to passengers;
- b) damage to or destruction of any dock, pier, harbour, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the insured may be held liable;
- c) any liability for costs and expenses of, or incidental to, the removal of the wreck of any vessel.

Subject otherwise to the terms, conditions and exclusions of this policy.

NUCLEAR ENERGY RISKS EXCLUSION

This Policy shall exclude any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Nuclear Energy Risks.

For all purposes of this Policy, Nuclear Energy Risks shall mean :

- (I) All Property, on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and 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 services to any of the sites, described in (I) to (III) above, unless such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance 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 not coming within the scope of (i) above.

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

However, the above exemption shall not extend to:-

- (1) The provision of any insurance 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 criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the undernoted perils :
 - (a) Fire, lightning, explosion;
 - (b) Earthquake;
 - (c) Aircraft and other aerial devices or articles dropped therefrom;
 - (d) Irradiation and radioactive contamination;
 - (e) Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (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” means :

- (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.
“Radioactive Products or Waste” means 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 final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means :

- (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” means 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” means the production, manufacture, enrichment, conditioning, processing, reprocessing, 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” means :

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports 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.

Subject otherwise to the terms, conditions and exclusions of this policy.

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including and insurance agent, who was not authorised to receive such premium shall lie on the insurer.

Subject otherwise to the terms, conditions and exclusions of this policy.

PROPERTY CYBER AND DATA EXCLUSION (LMA5401)

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

- 1.1 Cyber Loss;
- 1.2 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;

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

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means 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.

5. Cyber Act means 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.

6. Cyber Incident means:

- 6.1 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
- 6.2 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.

7. Computer System means:

- 7.1 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.

8. Data means 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.

LMA5401

11 November 2019

PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this policy :

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property, shall be covered.

- (B) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Subject otherwise to the terms, conditions and exclusions of this policy.

RETROACTIVE COVER CLAUSE

This Policy excludes any liability arising out of bodily injury and/or property damage occurring prior to the Retroactive Date as specified in the Schedule.

Provided always that in the event of any bodily injury or property damage arising from continuous or continual inhalation, ingestion or application of any substance and where the Insured and the Company cannot agree when the bodily injury or property damage occurred, then :-

- (i) bodily injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such bodily injury;
- (ii) property damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

Subject otherwise to the terms, conditions and exclusions of this Policy.

SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA3100)

No Insurer shall be deemed to provide cover and no 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 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.

USA/ CANADA DOMICILED OPERATIONS EXCLUSION

It is hereby declared and agreed that this Policy does not cover any claim arising directly or indirectly out of, caused by, resulting from, in connection or in any way related to any United States of America or Canada and its territories, possessions and any state of political subdivision thereof domiciled operations.

Subject otherwise to the terms, conditions and exclusions of this Policy.

WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any liability, 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;

(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;
or

(2) 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 any liability, 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) above.

If the Company alleges that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by this insurance 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.

Subject otherwise to the terms, conditions and exclusions of this Policy.