



Policy

Product 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

Scan for
more products



LLZ0124

IMPORTANT NOTICE

This is your Product 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.berjaysompo.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 Witnesseth that subject to the terms, exclusions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against

- a) All sums which the Insured shall become legally liable to pay as damages or compensation in respect of :
 - (i) bodily injury
 - (ii) property damagearising from accidents occurring within the Territorial Limits specified in the Schedule, caused by anything harmful or defective in any products (or the container thereof) described in the Schedule, relating to the business of the Insured specified in the Schedule, which are sold or supplied by the Insured.
- b) All costs and expenses of litigation :
 - (i) recovered by any claimant against the Insured
 - (ii) incurred with the written consent of the Companyin respect of a claim against the Insured for damages or compensation to which the indemnity expressed in this policy applied.

Provided always that the claim is first made in writing against the Insured during the period of Insurance.

DEFINITIONS

Bodily injury means death, injury, illness or disease of or to any person which occurs during the period of insurance.

Property Damage means actual and/or physical damage to tangible property which occurs during the period of insurance.

Accident means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure to substantially the same general harmful conditions arising out of the same fortuitous event or circumstance.

Product shall mean any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

Insured shall mean the entity(ies) named in the Schedule.

Business shall mean the business mentioned in the Schedule.

Claim means any demand made by a third party upon the Insured for damages however conveyed including any writ, statement of Claim, application or other legal or arbitral process.

Schedule

The Policy Schedule where the details of the Insured's information, premium, territorial limit, limit of indemnity are specified.

Endorsement

A written alteration to the information, terms, conditions or warranties of this Policy.

Company

Berjaya Sompo Insurance Berhad.

Premium

Any amount the Company require the Insured to pay under the Policy and includes Government charges.

LIMIT OF INDEMNITY

1. Provided always that the liability of the Company for damages or Compensation and all costs and expenses of litigation in respect of any accident or series of accidents occurring in connection with or arising out of one event shall not in the aggregate exceed the amount specified in the Schedule as the Limit of Indemnity any one accident nor shall the liability in the aggregate in respect of all events occurring and claims made during the period of insurance exceed the amount specified in the schedule as the Aggregate Limit of Indemnity for the Period of Insurance.
2. For this purpose, where a series of and/or several bodily injury and/or property damage occur which are attributable directly or indirectly to the same defect or hazard and/or alleged defect or hazard or failure to warn or alleged failure to warn or event or condition or cause, all such bodily injuries and/or property damages shall be regarded as arising out of one event.
3. A claim series event as defined below shall be deemed to be one accident and the date of occurrence shall be regarded as the date when the first claim of the claims series event is made in writing against the Insured.

A claims series event shall be defined as a series of two or more claims arising from one common cause which is attributable for example :-

- i) to the same fault in design, manufacture, instructions for use or labeling of products; or
- ii) to the supply of the same product or products showing the same defect.

There shall however, be no coverage for claims arising from one specific cause which are made later than 3 years after the first claim in the series.

4. Bodily injury will be deemed to have taken place when the claimant first consulted a qualified medical practitioner in respect or such injury; and

Property damage will be deemed to have taken place when it first became evident to the claimant, even if the cause was unknown.

PERIOD OF INDEMNITY

1. The indemnity under this policy only applies to claims arising out of accidents occurring during the period of insurance and where the claim is first made in writing against the Insured during the period of insurance.
2. Should the Insured notify the Company during the period of insurance about any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the period of insurance.
3. In the event of non-renewal or cancellation of this policy, the Company will allow a time limit not exceeding 30 days from the date of expiry or cancellation of the policy, whichever is earlier, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the period of insurance, provided however all claims made during such extended reporting period shall be handled as if they were made on the last day of the expiring policy period and shall be subject to the terms, conditions, limits and exclusions of the policy. This extended reporting period does not in any way reinstate or increase the Limit of Indemnity mentioned in the Schedule.

DEDUCTIBLE

The Company will be liable for damages or compensation and related costs and expenses of litigation payable under the terms and conditions of this Policy, only to the extent the aggregate of such amounts arising out of one claim exceeds the amount of deductible specified in the Schedule. The Insured shall bear for his own account the damages and compensation and related costs and expenses up to the amount of the said Deductible any one claim.

EXCLUSIONS

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

1. bodily injury or property damage arising out of deliberate, wilful or intentional non-compliance with any statutory provisions or disregard of the Insured's technical or administrative management instructions relating to safety and prevention of accidents.
2. bodily injury or property damage directly or indirectly caused by or contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular rising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
3. bodily injury or property damage or any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionizing radiation 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;
 - iii) any nuclear reactor, nuclear power station or plant, premises or facilities whatsoever related to or concerned with the production of nuclear energy or the production or storage or handling of nuclear fuel or nuclear waste; or
 - iv) any other premises or facilities eligible for insurance by any local nuclear pool and or association.
4. 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.
5. bodily injury to an employee of the Insured or any person under contract of service or apprenticeship 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.
6. bodily injury or property damage for which the Insured is obligated to pay compensation by reason of the assumption of liability in a contract or agreement which liability would not attach in the absence of such contract or agreement.
7. any claim in respect of any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
8. any liability arising out of loss of pure financial nature such as loss of goodwill or loss of market.
9. 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.
10. any liability in respect of loss of or damage to any commodity article or thing supplied installed or erected by the Insured, if the loss or damage is attributable to any defect therein or the harmful nature or unsuitability thereof.
11. any liability in respect of bodily injury or property damage arising out of :
 - i) any defective design or error in specification or formula of any of the insured products. However, this exclusion will not apply where the Insured does not manufacture the product but purely sells, supplies or distributes;
 - ii) any error or omission in advice, remedial or other treatment given, administered or prepared by the Insured or any other person acting on behalf of the Insured, concerning the usage or storage of the insured products; or
 - iii) the delivery, installation, repair, maintenance, application or prescription of any of the insured products by the Insured unless such bodily injury or damage to property is caused by defect in the insured products;
12. any liability in respect of :
 - i) the cost of removing, replacing, reinstating or repairing defective or unsuitable insured products supplied by the Insured or in respect of claims arising from loss of use of such products;
 - ii) claims arising out of any products guarantee; or
 - iii) claims for the failure of the insured products to fulfill the purpose for which they were intended or to meet the level or performance, quality, fitness or durability warranted by the Insured.
13. any claim for costs arising out of the recall of any insured products or part thereof.
14. any liability in respect of loss or damage to property belonging to the Insured or under the custody or the control of the Insured or any employee of the Insured.

15. bodily injury or property damage caused by any of the products manufactured specifically for and incorporated into the structure, machinery or controls of any aircraft, missiles, satellites or other aerial device, watercraft and hovercraft.
16. any liability arising out of marine cargo rejection.
17. any liability directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in anyway related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.
18. any liability arising from plagiarism or infringement of any copyright, trade mark, trade name or service mark, registered design, patent and intellectual proprietary rights.
19. any liability arising out of all known claims and circumstances/allegations that might lead to claims as at Policy Inception Date.
20. 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 directly or indirectly out of 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 chemical and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
21. any liability directly or indirectly arising from any professional services/treatment rendered.
22. any claim made as a result of bodily injury or property damage which happened prior to the retroactive date, shown on the schedule or which occurs after the period of Insurance.
23. any liability arising out of the sale of the insured products after its expiry/validity date.
24. any liability arising out of failure to supply.
25. any liability arising out of any unproven, untested and/or prototype products.
26. any liability arising out of any hold harmless agreement.
27. any liability in respect of loss of or damage to the insured products.

CONDITIONS

1. The Policy Schedule shall be read together as one contract and any word and expression to which a specific meaning has been attached in any part of this Policy or of the Schedule, shall bear such meaning wherever it may appear.
2. The due observance and fulfillment of the terms and conditions of this Policy in so far as they relate to anything to be done or not to be done by the Insured, and the truth of all statements and information supplied to the Company by the Insured will be conditions precedent to any liability of the Company to make any payment under this Policy.
3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company's head office or to the Insured at the address shown in the Schedule as the case may be. If notice is mailed, proof of mailing shall be sufficient proof of notice. Notice to agent does not constitute notice to Company.
4. All statements made in the proposal for this Policy and any material submitted therewith or required thereby are the basis of this policy. The Insured shall give notice immediately of any fact, event or circumstance which materially changes the aforesaid information and the Company may amend the terms of this Policy where it deems it appropriate.
5. This policy contained all the agreements between the Insured and the Company concerning the insurance afforded. The Insured first named in the Schedule is authorised to make changes in the terms of this policy with the Company's consent. This policy's terms can be amended or waived only by endorsement issued by the Company and made a part of this policy.
6. The Company may examine the Insured's books and records insofar as they relate to this insurance at any time until three years after expiry of the policy or any year after the final settlement of all claims arising under the policy whichever be later. The Company may also at any time make an inspection or survey of the business without undertaking any responsibility to do so or as a consequence thereof.

7. The Insured shall take all reasonable care to prevent accidents and shall maintain the premises, plant and everything used in the Insured's business in proper repair, employ only competent employees and comply with all statutory obligations and regulations imposed by any authority. The Insured shall forthwith make good or remedy any defect or danger which become apparent, take reasonable action at its own expense to trace, recall or modify any product containing such defect or danger, and take such additional precautions as the circumstances may require.
8. Where any part of the premium is calculated on estimates, the Insured shall within one month from the expiry of each period of insurance furnish such details as the Company may require and the premium for such period shall be adjusted subject to any minimum premium stated in the Schedule.
9. If at the time any claim arises under this policy there be any other insurance covering the same liability, then the Company shall not be liable under this policy to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
10. 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.

This Policy will be subjected to adjustment in terms of Condition No. 8 above.

11. a) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. Upon the Company's request the Insured must :
 - i) authorise the Company to obtain records and other information;
 - ii) cooperate with the Company in the investigation, settlement or defence of the claim or suit; and
 - iii) assist the Company in the endorsement of any right against any person or organisation which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- b) The Company will have the right, but in no case the obligation, to take over and conduct in the name of the insured, the defence of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence, settlement or payment of any claim will reduce the Limits of Indemnity.

In the event that the Company, in its sole discretion, choose to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligation or obligations would have been had it not exercised its right under this condition.

12. The Company may in the case of any claim or number of claims in respect of or arising out of any occurrence pay to the Insured, the amount of the Company's applicable Limit of Indemnity or any lesser amount for which the claim or claims can be settled and the Company will thereafter be under no further liability in respect thereof.
13. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether the Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material information by or on behalf of the Insured.
14. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference 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 calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an umpire appointed in writing by the Arbitrators before entering upon the reference. The umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be conditions precedent to any right of action against the Company. The costs of and connected with the arbitration shall be in the direction of the Arbitrators or Umpire. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.

The seat of the arbitration shall be in Malaysia and the Arbitration Tribunal shall apply the laws of Malaysia as the proper law of this Policy.

15. In the event of any payment under this policy, if the Insured has rights to recover all or part of any payment the Company had made under the policy, those rights are transferred to the Company to the extent of its payment. The Insured must do nothing to impair such rights. At the Company's request, the Insured will bring suit or transfer those rights to the Company and help the Company enforce them.

16. The Insured's rights and duties under this policy may not be transferred without the Company's written consent except in the case of death of an individual named insured.
17. 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 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.

CLAUSES/WARRANTIES/ENDORSEMENTS
(THE FOLLOWING CLAUSES/WARRANTIES/ENDORSEMENTS ARE APPLICABLE TO THE POLICY)

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.

PRODUCT EFFICACY EXCLUSION

The Policy does not cover any legal liability arising out of or in any way connected with the failure of any Product to fulfil a particular purpose or intended function or meet a particular level of performance, where the Insured has expressly or impliedly warranted or represented that the Product will fulfil such purpose or function (including purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding Personal Injury or Property Damage) or meet such level of performance.

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.

LATEX LITIGATION EXCLUSION

All claims (either past, present or future) arising from the condition known as 'latex protein toxic syndrome' or any similar medical condition or allergic reaction caused by the exposure of the skin to latex or similar products or by the inhalation of latex dust, shall be excluded from this policy.

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 of 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.

PCB EXCLUSION

It is hereby declared and agreed that this policy does not cover any liability arising directly or indirectly out of, caused by or in connection with PCB (Polychlorinated Biphenyl).

Subject otherwise to the limitations, conditions, provisions, exclusions and other terms 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.

WARRANTED THAT PRODUCTS CONFORM TO NATIONAL STANDARDS

Warranted that all goods sold/supplied by the named insured shall conform with the national standards or required standards of the country in which they are sold or exported.

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