



Policy

Public 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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LPB0124

IMPORTANT NOTICE

This is **Your** Public 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 before **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 fulfil the terms, conditions and warranties of this Policy 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 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:

OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel. : 03-2272 2811
Fax : 03-2272 1577
E-mail : enquiry@ofs.org.my
Website : www.ofs.org.my

LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

BNMLINK,
Bank Negara Malaysia,
P.O. Box 10922,
50929 Kuala Lumpur
Tel : 1-300-88-5465 /03-2174 1717(Overseas)
Fax : 03-2174 1515
eLINK : <https://bnmlink.bnm.gov.my/>

OUR AGREEMENT

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

DUTY OF DISCLOSURE

You have a duty to take reasonable care not to make any misrepresentation in providing information through the Proposal Form, correspondences or any other form of disclosure. Failure to take reasonable care may result in avoidance of **Your** insurance contract, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** insurance contract. In the event of any pre-contractual misrepresentations made in relation to the information in any form disclosed by **You**, only remedies in **Schedule** 9 of the Financial Services Act 2013 will apply.

You have a duty to tell **Us** immediately if at any time after **Your** insurance contract has been entered into, varied or renewed with **Us**, any of the information given is inaccurate or has changed.

At the point of purchasing this Policy and at any point during the validity of this insurance contract, **You** must immediately inform **Us** of any other insurance **You** have bought which provides like or similar type of coverage to the items insured under this insurance contract.

DEFINITIONS

Some words and expressions in this Policy have been printed in bold because they have been given specific meaning as follows:

Endorsement

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

Period of Insurance

Duration of the Policy as shown in the **Schedule**.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste including materials to be recycled, reconditioned or reclaimed.

Premium

Any amount **We** require **You** to pay under the Policy and includes Government charges.

Schedule

The Policy **Schedule** where the details of **Your** personal information, **Premium**, risk location, interest insured and limits are specified.

Vessel or Craft

Any vessel, craft or thing made or intended to float on or in or travel on or through water or air.

We, Our or Us

Berjaya Sampo Insurance Berhad.

You or Your

The person(s) or entity named in the **Schedule** as the insured.

COVERAGE

During the **Period of Insurance** and subject to the terms, conditions, exceptions and limits stated in this Policy, **We** will indemnify **You** against:

- (1) all sums **You** are legally liable to pay as compensation for bodily injury including death or illness to any person and / or loss or damage to property arising from accidents occurring within the Territorial Limit; and
- (2) all costs and expenses of litigation recovered by any claimant against **You** and / or incurred with **Our** prior written consent.

In the event of **Your** death, **We** will indemnify **Your** legal personal representative(s) in respect of liability incurred by **You** provided that such legal personal representative(s) shall observe, fulfil and be subject to the terms, conditions and exceptions of this Policy in so far as they apply.

LIMIT OF INDEMNITY

Our liability under this Policy shall not exceed the Limit of Indemnity specified in the **Schedule**

- (a) to any claimant(s) in respect of any one occurrence or all occurrences of a series attributable to one source or original cause for any one Accident; and
- (b) in respect of any injury, illness or loss sustained during any one **Period of Insurance**.

EXCEPTIONS

We will not indemnify for:

- (1) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (2) any liability in respect of
 - (a) injury to or illness of any person under a contract of service or apprenticeship with **You** if such liability is in respect of injury or illness arising out of and in the course of such employment by **You**.
 - (b) any sum payable by **You** under legislation relating to occupational injury or illness.
- (3) liability in respect of loss of or damage to property:-
 - (a) belonging to **You**.
 - (b) under **Your** control or in the control of **Your** employee, servant and/or appointed representative.
 - (c) on which **You** or **Your** employee, servant and/or appointed representative is or has been working on if the loss or damage results directly from such work.
 - (d) in connection with the bursting of any pressure part of
 - (i) any steam boiler or economiser.
 - (ii) any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure.
belonging to **You** or under **Your** control or any of **Your** employee, servant and/or appointed representative.
- (4) liability in respect of:-
 - (a) loss of or damage to any property, land or building caused by vibration, removal or weakening of support.
 - (b) injury or illness of any person or any consequential loss of or damage to property resulting from (a).
- (5) liability in respect of injury, illness, loss or damage arising from:-
 - (a) any lift, elevator, escalator, hoist or crane owned, used or maintained by **You** unless specified in the **Schedule**.
 - (b) defective sanitary arrangements or poisoning of any kind in food or drink.
 - (c) accident to any **Vessel or Craft** due to unsuitable berth, dock or mooring conditions.
 - (d) any commodity, article or thing supplied, repaired, altered or treated by **You** or to **Your** order.
 - (e) fire, earthquake, explosion, flood, fumes, pollution, contamination and such other convulsion of nature.
 - (f) drilling and/or refining of liquid or gas, fuel or oil in connection with the oil and gas industry.
- (6) liability for any consequence of 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, mutiny, strike, riot and civil commotion.
- (7) (a) any legal liability directly or indirectly due to or in consequence of, ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel including any self-sustaining process of nuclear fission.
(b) any liability directly or indirectly due to nuclear weapons material.
- (8) liability in respect of treatment or services rendered in a professional capacity.
- (9) liability arising from the ownership, possession or use by or on **Your** behalf of:-
 - (a) any mechanically propelled vehicle or attached trailer licensed for road use or for which Certificate of Motor Insurance is required under the Road Transport Act 1987
 - (b) any **Vessel or Craft**
including the loading or unloading of (a) or (b) or the delivery or collection of goods connected to (a) or (b).
- (10) any liability or claim(s) in respect of loss directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.
- (11) any claims in respect of fines, penalties, aggravated, punitive or exemplary damages.

CONDITIONS

1. **You** shall give **Us** written notice of any accident or claim or proceedings immediately once the same has come to **Your** or **Your** legal personal representative's knowledge.
2. No admission, offer, promise or payment shall be made by or on **Your** behalf without **Our** prior written consent. **We** may in **Your** name, take over and conduct the defence or settlement of any claim, prosecute for **Our** own benefit any claim for indemnity, damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and/or in the settlement of any claim and **You** shall give **Us** all such information and assistance as **We** may require.
3. In any case where **You** are entitled to indemnity under this Policy, **We** may pay **You** the maximum sum payable as compensation (after deducting any sums already paid as compensation) or any lesser sum for which the claim can be settled. **We** shall thereafter be under no further liability except for the payment of costs and expenses of litigation incurred prior to the date of such payment.
4. **You** shall exercise reasonable care to ensure that
 - (a) only steady, sober and competent employees are employed,
 - (b) all buildings, ways works, plant, machinery, furniture and fittings are in proper order and fit for its purposes.

(c) all statutory requirements, bye-laws and regulations imposed by any public authority are duly observed and complied with.

Upon any defect being brought to **Your** notice, **You** shall proceed to make good the defect and shall take temporary precautions to prevent any accident so far as practicable. No alteration or repair shall be made without **Our** consent after any occurrence covered by this Policy until **We** have had an opportunity to conduct inspection. **We** shall at all reasonable times have free access to inspect **Your** property. In the event of any defect or danger being apparent to **Our** inspector, **We** may give **You** notice in writing and **Our** liability arising from the defect shall be suspended until it is rectified or removed to **Our** satisfaction.

5. If at the time of any claim there are any other policies covering the same or part of the same loss, damage or liability, **We** will only pay a share of the total loss, damage or liability proportionally.
6. This Policy shall be void in any of the following circumstances:
 - (a) If the proposal or declaration is untrue in any respect;
 - (b) If any material fact affecting the risk is incorrectly stated or omitted by **You**;
 - (c) If this Policy or its renewal shall have been obtained through any misstatement, misrepresentation or suppression; or
 - (d) If any false declaration, false statement, fraudulent or exaggerated claim is made by **You**.
7. 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 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 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 a condition precedent to any right of action against **Us**. If **We** shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) 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 thereafter be recoverable hereunder.
8. Any disputes relating to this Policy must be submitted to the exclusive jurisdiction of the courts in Malaysia.
9. It is a condition precedent that payment of claims under this Policy is dependent upon observance of its terms and conditions by **You**.

CANCELLATION

You may cancel this Policy at any time by giving **Us** notice in writing. Such notification shall become effective from the date **We** receive the notice or the date specified in **Your** notice, whichever is later. **We** will refund the pro-rated **Premium** to **You** for the unexpired **Period of Insurance**, provided no claims have been made under the Policy and subject to a minimum **Premium** of RM75.00.

We may cancel this Policy by giving **You** 14 days' notice in writing to **Your** last email address or address known to **Us** and refund the pro-rated **Premium** to **You** for the unexpired **Period of Insurance**.

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

ADVERTISING SIGNS & NEON SIGNS CLAUSE

This Policy is extended to cover **Your** legal liability directly arising from accidents in connection with **Your** advertising and neon signs located anywhere in the Territorial Limit.

Provided that **Our** liability as aforesaid shall in no case exceed the Limit of Indemnity specified in this Policy.

ALTERATIONS AND REPAIRS TO PREMISES

All legal liability to third party arising from the maintenance or repairs or decorations of the Premises stated in the **Schedule** by Contractors/Sub-Contractors engaged by **You** are deemed covered.

BREACH OF CONDITIONS CLAUSE

The Conditions and Warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. A breach of any Condition or Warranty shall void the Policy only in respect of all the risks to which that breach applied and does not affect the Policy in respect of the other risks.

CAR PARK INCLUDING JOCKEY SERVICES EXTENSION ENDORSEMENT CLAUSE

Notwithstanding Exception 3(b), this Policy is extended to include **Your** legal liability in respect of bodily injury or loss or damage to third party property arising out of motor vehicles in **Your** charge or control whilst on or about **Your** premises.

We shall not be liable for any liability arising directly or indirectly out of :-

- (a) servicing, repairing and maintenance of any motor vehicle;
- (b) defective workmanship;
- (c) the use of any motor vehicle licensed for road use and used on a road.

A Car Park Disclaimer Notice must be displayed before the third party enters into the car park or at the ticket machine.

You are not entitled to any indemnity under this policy if this liability is insured or insurable under the Motor Policy or any other liability 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

DEFECTIVE SANITARY ARRANGEMENTS ENDORSEMENT

This Policy is extended to cover **Your** legal liability in respect of bodily Injury, illness, loss or damage arising from defective sanitary arrangement due to a sudden, unintended and unexpected happening.

EMPLOYEES EFFECTS CLAUSE (LIMIT : RM 250.00 ANYONE EVENT)

This Policy is extended to cover **Your** legal liability in respect of loss or damage to **Your** employees' clothing and/or personal effects. The amount of indemnity under this extension is limited to RM250.00 in respect of any one event.

EMPLOYEES SPORT AND SOCIAL CLUB ACTIVITIES

This Policy is extended to cover the legal liability of the committee and members of any social or sports club operated for the benefit of the **Your** employees. The business shall be deemed to include the activities of the said Club.

FIRE AND EXPLOSION EXTENSION (EXCLUDING STEAM BOILERS AND OTHER STEAM APPARATUS)

This Policy is extended to cover **Your** legal liability arising out of fire or explosion (other than explosion of steam boiler or other vessels or apparatus under steam pressure) and occurring in or about **Your** premises.

FIRST AID FACILITIES CLAUSE

This Policy is extended to cover **Your** legal liability arising out of provision of first aid facilities by **You** but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organisation.

FOOD AND DRINKS POISONING CLAUSE

This Policy is extended to cover **Your** legal liability in respect of accidental bodily injury or poisoning arising from anything harmful or defective in food or drink sold or supplied by **You** in the Business at the Premises stated in the **Schedule**.

We, however, shall not be liable for any claim caused by or arising out of any defective design or error in formula or specification of any of the food and drinks processed or manufactured by **You** or any defect or deficiency for which **You**, **Your** servants or agents has knowledge of or has reason to suspect at the time when the said food and drinks passed from **Your** control and actual physical custody or any person in **Your** direct services.

INDEMNITY TO DIRECTORS AND EXECUTIVES CLAUSE

If any legal liability claim is made upon any of **Your** director and/or executive and the claim is such that if made upon **You** and **You** would be entitled to indemnity under this Policy, **We** will indemnify the said director and/or executive of the Insured in respect of such claim.

Provided that :-

- (a) such director and/or executive is not entitled to indemnity under any other policy.
- (b) this clause shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the director and/or executive where the injury arises out of or in the course of such person's employment or service with the director and/or executive.
- (c) such director and/or executive shall as though he were **You** observe fulfil and be subject to the terms conditions and exceptions limits of this Policy so far as they can apply.
- (d) this clause shall not increase **Our** Limit of Liability stated in the **Schedule**.

JURISDICTION (MALAYSIA)

We shall not be liable to pay for:-

- (i) Compensation for damages in respect of judgements not delivered or obtained from a court of competent jurisdiction within Malaysia.
- (ii) Costs and expenses of litigation recovered by any claimant from **You** which are not incurred in and recoverable in Malaysia.

LOADING AND UNLOADING ENDORSEMENT

This Policy is extended to cover **Your** legal liability in respect of death, bodily injury and/or damage

- (a) caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading or the taking away of the load from the vehicle after unloading.
- (b) caused by any article or part of the load falling from any mechanically propelled vehicle not licensed for use on public road.

LOSS NOTIFICATION (30 DAYS)

This Policy will not be prejudiced by any inadvertent delays, errors or omission in notifying **Us** of any circumstances or event giving rise or likely to give rise to a claim under this policy. However, **We** shall not be responsible for any claim not reported to **Us** within 30 days from the date of accident and/or loss.

NON-OWNED VEHICLES LIABILITY EXTENSION

This Policy is extended to cover **Your** legal liability to third parties for bodily injury and property damage arising :-

- (i) out of the use of any vehicle not owned by **You** but used on its business;
- (ii) out of the use of any vehicle hired or leased by any of the **Your** employees for **Your** business.

Provided there is no other insurance in force covering such liability at the time of a claim.

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 (60 DAYS)

Premium due to **Us** must be paid and received by **Us** within sixty (60) days from the inception date of this Policy or **Endorsement**. If this **Premium** payment condition is not complied with, this Policy shall be automatically cancelled and **We** shall be entitled to the pro-rated **Premium** for the sixty (60) day period **We** have provided cover.

Where the **Premium** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purposes of this Warranty.

PRIVATE WORKS FOR DIRECTORS EXECUTIVES CLAUSE

This Policy is extended to cover **Your** and any of **Your** director or executive legal liability in respect of the employment or private duties of any **Your** employee by such director or executive.

Provided that :-

- (a) such director or executive is not entitled to indemnity under any other Policy of Insurance
- (b) this clause shall not apply to or include liability in respect of injury to any person under a contract of services or apprenticeship with the director and/or executive where the injury arises out of and in the course of such person's employment or service with the director and/or executive.
- (c) such director and/or executive shall as though he were **You** observe, fulfil and be subject to the terms conditions and exceptions limits of this Policy so far as they can apply.
- (d) this clause shall not operate to increase **Our** Limit of liability stated in the **Schedule**.

PROPERTY CYBER AND DATA EXCLUSION

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, corruption or deformation of the original structure.

Property damage also excludes:

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

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, including business interruption losses resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs.

SANCTION 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.

UNLICENSED VEHICLES EXTENSION ENDORSEMENT

This Policy is extended to cover loss of or damage to unlicensed vehicles and/or its accessories occurring within the Territorial Limit, so long as the unlicensed vehicles and/or its accessories are not used on a "road" as defined in the Road Transport Act 1987.

For the purpose of this **Endorsement**, an unlicensed vehicle shall mean any vehicle that does not require a certificate of insurance under the Road Transport Act 1987.

WAR AND TERRORISM EXCLUSION

This Policy 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 exclusion 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 exclusion 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 **We** allege that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion 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.