

IMPORTANT INFORMATION

NEW ESSENTIAL POLICY EXCLUSION effective 1 October 2020

HAMILTON
FRASER

TOTAL
LANDLORD
INSURANCE

N. Contagious and Infectious Disease (not applicable to Section 4 Public Liability)

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a. Contagious or Infectious Disease;
- b. the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- c. the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- d. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to Physical Damage to property insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

- i. clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
- ii. monitor or test for Pathogens or a Contagious or Infectious Disease; or
- iii. provide medical treatment for persons affected by a Contagious or Infectious Disease.

Physical Damage means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage;

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- i) cause Pathogens to come into contact with the premises or property of any person or entity; or
- ii) cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where 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 (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

General Exclusions Applicable to the Whole of This Insurance

General Exclusions D) E.Risks is replaced by the following

D) Cyber Event (Not applicable to Terrorism, Employers' Liability, Property Owners Liability).

- a) Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and digital data from any cause whatsoever (including, but not limited, to Computer attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- b) However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in A. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Policy period to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion:

Electronic and digital data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and digital data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

Public Liability – Section 4

General Exclusion

This Section does not cover any loss, damage, expense or liability howsoever arising out of a Cyber Event.

Definitions

Cyber Event means

- a. any unauthorised Processing of Data by the Insured
- b. any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- c. any Network Security Failure in the Insured's Sphere

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of Data. Any Damage to Data of a Third Party by the Insured is not deemed to be a Cyber Event if there is not any Network Security Failure involved. Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of Processing Data.

Network Security failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

Write-back

This exclusion does not apply to:

1. Bodily injury, death or disease to any person
2. Loss of or damage to material property including any consequential financial losses caused by the operation of the Insured's Business
3. Nuisance, trespass, obstruction or interference with any right of way, light, air or water
4. Pollution or Contamination occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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