

## Medical Malpractice Insurance Additional Conditions & Clauses

### NMA 2915 Electronic Data Endorsement Clause B

GC-CBR-F0003 Ed. 1 V.1

#### 1. Electronic Data Exclusion

- a. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b. However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

- Fire
- Explosion

#### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### ACAL 1.1.2011 Sanction Limitation and Exclusion Clause

GC-SAN-F0001 Ed. 1 V.1

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, United States of America. (LMA3100).

### **Cyber / Virus Clarification Clause**

**GC-CBR- F0002 Ed.1 V.1**

Property damage 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 and 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 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 or damage to data or software which is the direct consequence of insured physical damage to substance of property shall be covered.
- b. Loss or damage resulting from an impairment in the function, available range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

### **NMA1622 Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause**

**GC-TRR-F0004 Ed.1 V.1**

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Certificate does not cover

- a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- b. Any legal liability of whatsoever nature.

Directly or indirectly caused by or contributed to, by, or arising from

- i. Ionizing radiations 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.

### **06/02/03 NMA 2962 (X) Biological or Chemical Materials Exclusion**

**GC-TRR-F0005 Ed.1V.1**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### **NMA 2912 Information Technology Hazards Clarification Clause**

**GC-CBR-F0007 Ed.1V.1**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### **Micro-Organism Exclusion (MAP) – (Absolute)**

**GC-ID-F0003 Ed.1V.1**

This Policy does not insure any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is:

- a. any physical loss or damage to insured property;
- b. any insured peril or cause, whether or not contributing concurrently or in any sequence;
- c. any loss of use, occupancy, or functionality; or

- d. any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

**NMA 1686 Industries, Seepage, Pollution and Contamination Exclusion Clause**

**GC-POLL-F0004 Ed.1V.1**

This Insurance does not cover any liability for:

1. Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
3. Fines, penalties, punitive or exemplary damages