

## FIRE ADDITIONAL CONDITIONS & CLAUSES

### **LMA5411 Cyber Loss Exclusion Clause GC-CBR-F002 Ed.1 V.1**

1. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes any:
  - a. Cyber Loss;
  - b. loss, damage, liability, cost or 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. If the Reinsurers allege that by reason of this exclusion any loss, damage, liability, claim, cost or expense sustained by the Company is not covered by this reinsurance agreement, the burden of proving the contrary shall be upon the Company.

#### **DEFINITIONS**

1. 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.
2. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, 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.
3. Cyber Incident means:
  - a. 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
  - b. 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.
4. Computer System means:
  - a. 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.

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.

### **ACAL 1.1.2011 Sanction Limitation and Exclusion Clause GC-SAN-F001 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 or the Federal Republic of Germany.

### **E 51246 Infectious Disease / COVID-19 Exclusion 2020 GC-ID-F001- Ed. 1 V.1** **Infectious Disease / COVID-19 Exclusion**

Notwithstanding any provision to the contrary, this reinsurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following –including any fear or threat thereof, whether actual or perceived – :

- Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or

- Coronavirus (COVID-19) including any mutation or variation thereof; or
- Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

If the Reinsurer alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the Reinsured.

**Infectious / Contagious Disease Exclusion**

Notwithstanding any provision of this Agreement including any exclusion, extension or other provision included herein which would otherwise override a general exclusion, all losses, damage and resultant business interruption and/or contingent business interruption, and costs in connection with or arising directly or indirectly from infectious and/or contagious disease, including any contamination/any decontamination/any disinfection, and or any act of a lawfully established authority in relation to closure, restriction or prevention of access, in dealing with the foregoing is excluded.