

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Property Multi-Peril heading.

The following sections A and B apply to all forms except 012200, 012300, 021021, 021090, 021100, 021120, 021140, 021150, 401102 and 401105.

- A. 1. (a) This form does not insure "Data".
(b) This form does not insure loss or damage caused directly or indirectly by "Data Problem", regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage. However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by an "Insured Peril", as defined in this endorsement, or by the escape of water from any tank, apparatus or pipe, exclusion A.1.(b) shall not apply to such resulting loss or damage. This exception only applies to the extent that such resulting loss or damage would otherwise be insured under the Property Multi-Peril Section of this policy.
- A. 2. The following paragraph is deleted from any form to which this endorsement is applicable:
"Nor does this form insure disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning".
- A. 3. Paragraph (b) of Special Basis of Settlement Clause is amended to read as follows:
(b) Records: The liability of the Insurer for loss or damage to:
(i) books of accounts, drawings, card index systems and other records, other than as described in (ii) below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records;
(ii) media, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, notwithstanding that "Data" is not insured, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or "Data" for such reproduction.

Whichever of the above is applicable shall be the basis to be adopted for the purpose of applying Co-Insurance.

- B. 1. Subject to (a) and (b) following, the Insurer shall not be liable for "Extra Expenses", loss of "Business Income", loss of "Rental Income", loss of "Gross Profit", loss of "Gross Earnings", loss of "Gross Rentals", loss of "Gross Rent and Rental Value" or any other loss attributable to the interruption of business, directly or indirectly caused by "Data Problem", regardless of any other cause or event that contributes concurrently or in any sequence to a "Data Problem".
(a) If "Data Problem" results in direct physical loss of or damage to property at the "Premises" caused by an "Insured Peril", as defined in this endorsement, or by the escape of water from any tank, apparatus or pipe, this exclusion B.1. shall not apply to resulting "Extra Expenses", loss of "Business Income", loss of "Rental Income", loss of "Gross Profit", loss of "Gross Earnings", loss of "Gross Rentals", loss of "Gross Rent and Rental Value" or any other loss attributable to the interruption of business, suffered through such resulting loss or damage. This exception only applies to the extent that such loss would otherwise be insured under the Property Multi-Peril Section of this policy.
(b) If "Data Problem" is the direct result of:
(i) an "Insured Peril", as defined in this endorsement;
(ii) the escape of water from any tank, apparatus or pipe;
(iii) earthquake, but only if the form to which this endorsement is applicable provides earthquake coverage;
(iv) flood, but only if the form to which this endorsement is applicable provides flood coverage;
(v) backing-up of sewers, but only if the form to which this endorsement is applicable provides backing-up of sewers coverage;
at the "Premises", this exclusion B.1. shall not apply. This exception only applies to the extent that such loss would otherwise be insured under the Property Multi-Peril Section of this policy.

- B. 2. The following paragraph is deleted from any form to which this endorsement is applicable:

"Nor does this form insure disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning". The following section C applies only to forms 012200, 012300, 021021, 021090, 021100, 021120, 021140, 021150, 401102 and 401105.

- C. 1. Subject to (a) and (b) following, this form does not insure loss or damage caused directly or indirectly by "Data Problem", regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage.
- (a) If loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by an "Insured Peril", as defined in this endorsement, or by the escape of water from any tank, apparatus or pipe, this exclusion C.1. shall not apply to such resulting loss or damage. This exception only applies to the extent that such resulting loss or damage would otherwise be insured under the Property Multi-Peril Section of this policy.
- (b) If "Data Problem" is the direct result of:
- (i) an "insured peril", as defined in this endorsement;
 - (ii) the escape of water from any tank, apparatus or pipe;
 - (iii) earthquake, but only if the form to which this endorsement is applicable provides earthquake coverage;
 - (iv) flood, but only if the form to which this endorsement is applicable provides flood coverage;
 - (v) backing-up of sewers, but only if the form to which this endorsement is applicable provides backing-up of sewers coverage;
- at the "Premises", this exclusion C.1. shall not apply. This exception only applies to the extent that such loss would otherwise be insured under the Property Multi-Peril Section of this policy.
- C. 2. The following paragraphs are deleted from any form to which this endorsement is applicable:
- "Nor does this form insure disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning".
 - "This agreement (policy) does not insure against loss, damage or expense caused directly or indirectly by electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning".

DEFINITIONS:

1. Wherever used in this endorsement, or wherever used in any policy to which this endorsement is applicable, "Data" means representations of information or concepts, in any form.
2. Wherever used in this endorsement:
 - "Data Problem" means:
 - (i) erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
 - (ii) error in creating, amending, entering, deleting or using "Data"; or
 - (iii) inability to receive, transmit or use "Data".
 - "Declarations Page" means the Declarations Page applicable to this endorsement.
 - "Insured Peril" means
 - A) Fire or Lightning;
 - B) Explosion: Except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the insured:
 - (1) (a) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - (b) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
 - (c) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
 - (d) smelt dissolving tanks;
 - (2) other vessels and apparatus, and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
 - (3) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
 - (4) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other property insured hereunder that has been damaged by such explosions;
 - (5) gas turbines;

The following are not explosions within the intent or meaning of this section:

- (a) electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - (b) bursting or rupture caused by hydrostatic pressure or freezing;
 - (c) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- C) Impact by Aircraft, Spacecraft or Land Vehicle: the terms "Aircraft" and "Spacecraft" include articles dropped therefrom.
There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:
- (a) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
 - (b) to aircraft, spacecraft or land vehicles causing the loss;
 - (c) caused by any aircraft or spacecraft when being taxied or moved inside or outside of buildings.
- D) Smoke: the term "Smoke" means smoke due to a sudden, unusual and faulty operation of any stationary furnace.
There shall in no event be any liability hereunder for any cumulative damage.
- E) Leakage from Fire Protective Equipment: the term Leakage from Fire Protective Equipment means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the premises described on the Declarations Page or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.
- F) Windstorm or Hail: there shall in no event be any liability hereunder for loss or damage:
- (a) to the interior of the buildings insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
 - (b) directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.

"Premises" means the entire area within the property lines and areas under adjoining sidewalks and driveways at locations described on the "Declarations Page" and in or on vehicles within 100 metres (328 feet) of such locations.

All other terms and conditions remain unchanged.