

CONTRACTORS ALL RISKS WORDING COMPARISON OF OLD VS NEW (CHANGES EFFECTIVE 01-01-2023)

IMPORTANT

Please read this comparison document in conjunction with the Wording and not in isolation.



PART 2 - GENERAL CONDITIONS, EXCLUSIONS AND PROVISIONS

DEFINITIONS	OLD	NEW
GENERAL EXCLUSIONS		
Computer Losses, Sata and Cyber Incidents	Entire Exclusion has been recinded and replaced.	New Reference: Cyber Loss Limited Exclusions Clause (LMA5410) 01/01/2023
<p>General Exclusion applicable to all Sections of this Policy insuring loss of or damage to property or the consequences of damage to property or any liability. For the purpose of this exclusion the below mentioned definitions bear reference and apply:</p>		
<p><i>Cyber Incident</i></p>	<p>means:</p> <ol style="list-style-type: none"> 1. unauthorised or malicious acts regardless of time and place, or the treat or hoax thereof, 2. Malware or any Similar Mechanism, 3. operator or programming error whether by You or anyone else, 4. any unintentional or unplanned outage (totally or partially) or any malfunction of Your Computer System, <p>affecting access to, processing of, use of or operation of any Computer System or any Data by any person.</p>	<p>Unaltered</p>

DEFINITIONS	OLD	NEW
<i>Computer System</i>	<p>means:</p> <ol style="list-style-type: none"> any computer, hardware (or the components thereof), software, microchip, information technology, operating and communications system, electronic device (inclusive of, but not limited to, smart phones, laptops, tablets, wearable devices), server, cloud, or microcontroller inclusive of any similar system or integrated circuit or similar system, or any configuration of the aforementioned used in any device and inclusive of any associated input, output, Electronic Data storage device, networking equipment, or back up facility, owned or operated by You or any other party. 	<p>means:</p> <ol style="list-style-type: none"> any computer, hardware, software, communications system, electronic device (inclusive of, but not limited to, smart phones, laptops, tablets, wearable devices), server, cloud, or microcontrollers inclusive of any similar system or any configuration of the aforementioned, and inclusive of any associated input, output, data storage device, networking equipment or back up facility owned or operated by You or any other party.
<i>Electronic Data</i>	<p>means facts, concepts, code or any other information of any kind usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment inclusive of programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.</p>	<p>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.</p>
<i>Insured Perils</i>	<p>means fire, explosion, lightning, earthquake, storm, wind, water, hail, snow, aircraft or other aerial devices dropped therefrom, impact by animals, trees, aerals, satellite dishes or vehicles.</p>	<p>means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.</p>
<i>Malware and Similar Mechanism</i>	<p>means any programme code, programming instruction or other set of instructions constructed with the purpose or ability to damage, interfere with or otherwise adversely affect Computer Systems, computer programmes, data files, Data or operations (inclusive of but not limited to Virus, Trojan Horse, Logic Bombs or Denial of Service Attack.</p>	<p>Unaltered</p>
<i>Time Element Loss</i>	<p>✘</p>	<p>means business interruption, contingent business interruption or any other consequential losses.</p>

DEFINITIONS	OLD	NEW
Exclusion Clause	<p>Regardless of any provision of this Policy inclusive of any exclusion, exception or extension or other provision not included herein which would otherwise override a</p> <p>General Exclusion, this Policy does not cover:</p> <ol style="list-style-type: none"> 1. any loss of or damage to property whatsoever (including a Computer System), 2. any legal liability of whatsoever nature, 3. any cost or expenses, fines or penalties of whatsoever nature, 4. any consequential loss, including business interruption losses, 5. any damage to or loss, destruction, distortion, erasure, corruption or alteration of Electronic Data of whatsoever nature and howsoever arising including the consequences resulting therefrom, directly or indirectly caused by or contributed to by, resulting from, arising out of or in connection with: <ul style="list-style-type: none"> A. a Cyber Incident, B. the incapacity or failure of any Computer System, correctly or at all: 	<p>Regardless of any provision of this Policy inclusive of any endorsement, exclusion, exception or extension or other provision not included herein which would otherwise override a General Exclusion, this Policy does not cover:</p> <ol style="list-style-type: none"> 3.1. any loss, damage, legal liability, cost, expense fines, penalties or Time Element Loss of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with: <ul style="list-style-type: none"> 3.1.1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph (3.2), 3.1.2. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, inclusive of any amount pertaining to the value of such Data. 3.1.3. a Cyber Incident.

DEFINITIONS	OLD	NEW
	<p>1. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or</p> <p>2. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or</p> <p>3. to capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and / or program, or</p> <p>4. to capture, save, retain or to process any data as a result of Malware and Similar Mechanisms.</p> <p>This General Exclusion will not apply to accidental, physical, sudden and unforeseen damage to and / or loss or destruction of the Insured Property (excluding Electronic Data) caused by an Insured Peril directly occasioned due to a Cyber Incident, however business interruption losses resulting therefrom are excluded.</p> <p>If We allege that loss or damage is not covered by this Policy, the burden of proving the contrary will rest with You.</p>	<p>3.2. This General Exclusion will not apply to accidental, physical, sudden and unforeseen damage to and / or loss or destruction of the Insured Property (excluding Data) caused by an Insured Peril directly occasioned due to a Cyber Incident, however Time Element Loss resulting therefrom remains excluded.</p> <p>If We allege that loss or damage is not covered by this Policy, the burden of proving the contrary will rest with You.</p>
Infectious and / or Contagious Disease / Epidemic / Pandemic Exclusion	Entire Exclusion has been recinded and replaced.	New Reference: Communicable Disease Exclusion COMMUNICABLE DISEASE EXCLUSION (CIB) 01/01/2023

DEFINITIONS	OLD	NEW
<u>Definitions</u>	✘	For the purpose of this Communicable Disease Exclusion the following definition terms bear reference and apply:
<i>Authority</i>	✘	means: 1. World Health Organization, 2. any appropriate Local, National, Governmental, or International Body, Agency, or State approved Authority.
<i>Communicable Disease</i>	✘	means: 1. any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 1.1. the substance or agent is inclusive of but is not limited to, any infectious or contagious disease, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not (or whether asymptomatic or not), and 1.2. the method of transmission, whether direct or indirect, is inclusive of 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 1.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

DEFINITIONS	OLD	NEW
<p><i>Claim</i></p>	<p>For the purpose of this exclusion, a Claim is inclusive of but not limited to:</p> <p>10.3.1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any Authority,</p> <p>10.3.2. any travel advisory or warning being issued by any Authority,</p> <p>10.3.3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently),</p> <p>10.3.4. any action / prohibition / restriction issued by any Authority or promulgated by law, inclusive of but not limited to the prevention or restriction of access to, or use of premises / buildings / facilities or the inference with the Business,</p> <p>10.3.5. any loss due to interruption to or interference with the Business,</p> <p>10.3.6. any action taken in preventing, containing, controlling, or dealing with the manifestation, outbreak or spread thereof.</p>	<p>Unaltered</p>
<p>Exclusion Clause</p>	<p>Regardless of anything contained to the contrary, this Policy excludes any claim for loss (howsoever arising), damage (inclusive of consequential damages), compensation, liability, costs, expenses, fines, penalties or any other amount (“Claim”) directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following, inclusive of any fear or threat thereof, whether actual or perceived:</p> <p>10.1. Any infectious or contagious disease, virus, bacterium or other micro-organisms (whether asymptomatic or not),</p> <p>10.2. The Coronavirus (COVID 19) inclusive of any mutation or variation thereof, or</p> <p>10.3. Any epidemic and / or pandemic infectious and / or contagious disease as declared as such by the World Health Organisation or any appropriate local, national, governmental, or international body, agency or authority (collectively referred to as “Authority”).</p>	<p>This Policy excludes any loss, damage, liability, Claim, cost, or expense of whatsoever nature (and howsoever arising), directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p> <p>Regardless of the foregoing contained in this Communicable Disease Exclusion, losses directly caused by any peril otherwise covered in terms of the Policy which have not otherwise been excluded under this Policy will be covered.</p> <p>If We allege that loss or damage is not covered by this Policy, the burden of proving the contrary will rest with You.</p>

DEFINITIONS	OLD	NEW
Sanctions Exception	<p>11.1. We will not provide cover and will not 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 Us 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.</p> <p>11.2. We have the right, at Our own discretion, not to provide cover or to void and / or cancel the Policy, any Section and / or item upon Your disclosure of such activities as mentioned in (11.1.) above, or in instances where We become aware of any breach of this Sanctions Exception.</p>	<p>SANCTIONS EXCEPTION (LMA3100) 01/01/2023</p> <p>11.1. We will not provide any cover or be deemed to provide any cover and We will not 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 Us 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.</p> <p>11.2. We have the right, at Our own discretion and in all instances not to provide cover or to void and / or cancel the Policy, any Section and / or item due to the activities mentioned in (11.1.) above or where We become aware of any breach of this Sanctions Exception.</p>