

## **ELECTRONIC DATE RECOGNITION ENDORSEMENT - C**

**This endorsement shall prevail notwithstanding any provision whether written typed or printed in this Contract inconsistent herewith.**

1. This Contract does not cover loss, damage, liability or expense arising from or in any way connected, whether directly or indirectly, with:

a) the actual or anticipated failure or inability of any computer or electronic device or component or system or software or embedded programming, whether or not belonging to or in the possession of the direct Assured;

i) correctly and unambiguously to assign any date to the correct day, week, year or century,

ii) correctly to recognize sequence or compute any date which is or is intended to be beyond 31st December 1998,

iii) to continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1st January 1999;

b) the use of any arbitrary, ambiguous or incompletely defined date or date-like code in any data, software or embedded programming;

c) any measures taken whether preventative, remedial or otherwise with the intention of averting or minimizing any of the above.

2. Notwithstanding 1.a) and 1.b) above, this Contract shall be extended to include:

a) loss or damage arising from physical loss of or physical damage to tangible property:

b) liability for actual or alleged bodily injury;

c) liability for physical loss of or physical damage to tangible property owned by another person and resulting loss of use of such physically lost or physically damaged property;

provided that such loss, damage or liability above is within the terms, conditions and exclusions of the original policy(ies) or Contract(s).

3. For the purposes of 2. above, tangible property shall not include:

a) any data or embedded programming however stored or conveyed;

b) any computer or electronic device or component or system or software, other than where such property forms part of an insured cargo or ship's machinery, which is in any way connected whether directly or indirectly with loss or damage claimed or from which such loss or damage arises.

4. This endorsement shall not include loss, damage, liability or expense arising from any Contract solely designed to cover losses arising from any matter referred to in 1. above.

5. In calculating the net loss under this Contract the Reassured shall not treat any matter referred to in this endorsement as a basis of aggregation or in itself as an event or cause for the purpose of aggregation.