

MARINE HULL ELECTRONIC DATE RECOGNITION ENDORSEMENT

This Endorsement shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

1. This insurance does not cover any loss, damage liability or expense directly or indirectly caused by or in any way in consequence of:

- a) the failure or anticipated failure or inability of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component, whether or not belonging to or in possession of the Insured or of any third party, correctly, unambiguously or completely to assign, exchange, interpret, manipulate, process, recognise, sequence or transfer any time, year, date or date-like code, data or information;
- b) any implemented or attempted change or modification or test of any computer system, software, hardware, integrated circuit, microchip, operating system and or any other electronic device or component, whether or not belonging to or in possession of the Insured or of any third party in anticipation of or in response to any change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to (a) and/or (b) above.

2. Clause 1 of this Endorsement shall not however apply to exclude a claim which the Insured can demonstrate

- a) Would be recoverable under this insurance in the absence of the exclusion in clause 1, and
- b) has not resulted from want of due diligence by the Insured, Owners, Managers or Superintendents or any of their onshore management in respect of any of the matters referred to in clause 1, and
- c) is proximately, caused by any of the following perils:
 - i) perils of the seas rivers lakes or other navigable waters
 - ii) fire, explosion
 - iii) violent theft by persons from outside the Vessel
 - iv) jettison
 - v) piracy
 - vi) contact with land conveyance dock or harbour equipment or installation
 - vii) earthquake volcanic eruption or lightning
 - viii) accidents in loading, discharging or shifting cargo or fuel
 - ix) bursting of boilers, breakage of shafts
 - x) negligence of repairers of charterers provided such repairers or charterers are not an Insured hereunder or Master Officers or Crew
 - xi) contact with aircraft, helicopters or similar objects, or objects following therefrom.

3. Notwithstanding clause 2 above in no circumstances shall the cover provided in this Endorsement extend to a claim for loss, damage, liability or expense.

- a) in respect of any software, programming operating system, code or data

or

b) arising from or in any way connected, whether directly or indirectly, with any measures taken with the intention of averting or minimising any of the matters referred to in clauses 1(a) or 1(b) above or any of their possible or anticipated consequences.

4. The cover provided in this Endorsement is subject in all other respects to all other terms, conditions, exclusions and limits contained in this insurance.

5. This Endorsement is subject to English law and practice.

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