

Data Recognition Exclusion Clause

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

This exclusion, however, does not apply to claims for loss of or damage to any subject-matter insured caused by following risks (1), (2) and claims for loss of or damage to the subject-matter insured (3):

- (1) fire or explosion
- (2) any risks whilst in transit
- (3) any subject-matter insured other than temperature, humidity &/or pressure controlled cargoes which are stored in chamber, tank, silo or any other storage space under the control of Insured beyond the period provided in the Transit Clause contained in the Institute Cargo Clauses.

Subject always to the terms, conditions, limits and exclusions contained elsewhere in this policy.

1/9/14