

**Form #S52009.6** (Rev. Feb. 25, 2011)  
**Data Exclusion Endorsement (06/10)**

APPLICABLE TO ALL PROPERTY AND BUSINESS INTERRUPTION COVERAGES OF THIS POLICY

This endorsement modifies the coverage provided in those coverage forms shown on the "Declaration Page" under the Property heading:

**SECTION A** – Applicable to all Property coverage forms or extensions of coverage other than those indicated in Section B:

1. This Policy does not insure "Data".
2. This Policy 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, and any business interruption or extra expense loss resulting from such loss or damage, except as follows:
  - 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:
    - (i) "Named Perils" as defined in this endorsement; or
    - (ii) the following perils only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) flood;
      - (c) freeze.this exclusion 2 shall not apply to such resulting loss or damage.
  - b. If "Data Problem" is the direct result of
    - (i) "Named Perils" as defined in this endorsement; or
    - (ii) the following perils, only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) earthquake;
      - (c) flood;
      - (d) sewer back-upat the "premises" of the Insured, this exclusion 2 shall not apply to resulting business interruption or extra expense loss, if insured under this policy.

**SECTION B** – Applicable to Electronic Data Processing, Accounts Receivable, Valuable Papers and Records and Computer Package coverage forms or extensions of coverage:

1. This Policy 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, and any business interruption or extra expense loss resulting from such loss or damage, except as follows:
  - 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:
    - (i) "Named Perils" as defined in this endorsement; or
    - (ii) the following perils only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) flood;
      - (c) freezeat the "premises" of the Insured, this exclusion shall not apply to such resulting loss or damage.
  - b. If "Data Problem" is the direct result of
    - (i) "Named Perils" as defined in this endorsement; or
    - (ii) the following perils only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) earthquake;
      - (c) flood;
      - (d) sewer back-upat the "premises" of the Insured, this exclusion shall not apply.

**DEFINITIONS:**

**Data** means representations of information or concepts, in any form.

**Data Problem** means:

- 1) erasure, disturbance, destruction, corruption, misappropriation, misinterpretation of "Data";
- 2) error in creating, amending, entering, deleting or using "Data"; or
- 3) inability to receive, transmit or use "Data".

**Named Perils** means:

**A. FIRE OR LIGHTNING**

- B. EXPLOSION:** Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:
- (i) (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 their parts 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 from them;
  - (d) smelt dissolving tanks;
  - (ii) other vessels and apparatus and connected pipes, 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;
  - (iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
  - (iv) any vessels and apparatus and connected pipes while undergoing pressure tests, but this exclusion shall not apply to other insured property that has been damaged by such explosion;
  - (v) 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 from them.

There shall in no event be any liability for cumulative damage or for loss or damage:

- (i) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
- (ii) to aircraft, spacecraft or land vehicles causing the loss;
- (iii) caused by any aircraft or spacecraft when being taxed or moved inside or outside of a "building".

**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 for any cumulative damage.

**E. LEAKAGE FROM "FIRE PROTECTIVE EQUIPMENT":** The term Leakage From "Fire Protective Equipment" means:

- (i) the leakage or discharge of water or other substances from;
  - (ii) the collapse of;
  - (iii) the rupture due to freezing of;
- "fire protective equipment" for the "premises" or for adjoining structures.

**F. WINDSTORM OR HAIL:** There shall in no event be any liability for loss or damage:

- (i) to the interior of the "building" or to "contents of every description" unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
- (ii) 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, tsunamis, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.

All other terms and conditions of this policy remain unchanged.