



Generali Insurance Malaysia Berhad
Reg No: 197501002042 (23820-W)

ELECTRONIC EQUIPMENT INSURANCE POLICY



Generali Customer Service Centre: Level 1, Menara Generali, 27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.
Tel: 1 300 13 2121 or +603 3007 2121

For more information, log on to www.generali.com.my or call 1 300 13 2121 or +603 3007 2121

Thank you for choosing Generali Malaysia as your preferred Insurer.

Our purpose is to enable people to shape a safer and more sustainable future by caring for their lives and dreams. We have always driven our efforts with the intention to improve people's lives – starting with improving our services and products.

We want to serve you better and understand your needs and expectations. We welcome your feedback and if you come across an issue, please reach out to our Complaint Handling Unit at the following:

Complaints Unit,

Generali Customer Service Centre
Level 1, Menara Generali,
27 Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel: 1 300 13 2121 or +603 3007 2121
Email: feedback.gi@general.com.my

What to do if your issue is still not resolved?

You may reach out to:

Financial Markets Ombudsman Service

or

BNMLINK

(formerly known as Ombudsman for Financial Services)
Company No: 200401025885
Level 14, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: +603 2272 2811
Website: www.fmos.org.my

Web form: bnmlink.bnm.gov.my
Call: 1-300-88-5465
(Monday – Friday, 9am – 5pm)

Terima kasih kerana memilih Generali Malaysia sebagai syarikat insurans pilihan anda.

Matlamat kami adalah untuk membolehkan orang ramai membentuk masa depan yang lebih selamat dan lebih mampan dengan memelihara kehidupan dan impian mereka. Usaha kami sentiasa berteraskan hasrat untuk menambah baik kehidupan anda semua – bermula dengan meningkatkan tahap perkhidmatan dan produk kami.

Kami ingin berkhidmat dengan lebih baik serta memahami keperluan dan kehendak anda. Kami mengalu-alukan maklumbalas anda dan jika anda ada sebarang masalah, hubungi Unit Pengurusan Aduan kami di:

Unit Aduan,

Pusat Khidmat Pelanggan Generali,
Level 1, Menara Generali,
27 Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel: 1 300 13 2121 or +603 3007 2121
E-mel: feedback.gi@general.com.my

Jika isu anda masih belum selesai,

Anda boleh menghubungi:

Perkhidmatan Ombudsman Pasaran Kewangan (FMOS)

atau

BNMLINK

(dahulunya dikenali sebagai Ombudsman Perkhidmatan Kewangan)
No Syarikat: 200401025885
Tingkat 14, Blok Utama, Menara Takaful Malaysia,
No 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: +603 2272 2811
Laman Web: www.fmos.org.my

Borang Dalam Laman Sesawang: bnmlink.bnm.gov.my
Hubungi: 1-300-88-5465
(Isnin – Jumaat, 9 pagi – 5 petang)

**Generali Insurance Malaysia Berhad**

Reg No: 197501002042 (23020-W)

Generali Customer Service Centre

Level 1, Menara Generali,

27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.

Tel: 1 300 13 2121 or +603 3007 2121 Email: customer.service.gi@generali.com.my

www.generali.com.my

Member of PIDM

The benefit (s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Generali Insurance Malaysia Berhad or PIDM (visit www.pidm.gov.my)

ELECTRONIC EQUIPMENT INSURANCE POLICY

Whereas the Insured named in the Schedule hereto has made to **Generali Insurance Malaysia Berhad** (hereinafter called "the Company") a written proposal by completing a questionnaire which, together with any other statements made in writing by the Insured for the purpose of this Policy, is deemed to be incorporated herein.

Now this Policy of Insurance witnesses that, subject to the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy applies whether the Insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

GENERAL EXCLUSIONS

The Company shall not indemnify the Insured in respect of loss or damage directly or indirectly caused by, arising out of or aggravated by

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organisation, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) wilful act of wilful negligence of the Insured or his representatives.

In any action, suit or other proceeding where the Company allege that, by reason of the provisions of Exclusion (a) above, any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

GENERAL CONDITIONS

1. The due observance and fulfilment of the terms of this Policy, in so far as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy", wherever used in this contract, shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy, of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
4. a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
b) The Company shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risks is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by the Company.

5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
 - a) immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of the loss or damage;
 - b) take all steps within his power to minimize the extent of the loss or damage;
 - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
 - d) furnish all such information and documentary evidence as the Company may require;
 - e) inform the police authorities in the case of loss or damage due to burglary.

The Company shall on no account be liable for loss or damage of which no notice has been received by the Company within 14 days of its occurrence. Upon notification being given to the Company under this condition, the Insured may carry out repairs or make good any minor damage; in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company, or if temporary repairs are carried out without the Company consent.

6. The Insured shall at the expense of the Company do not concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.
7. If any difference arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.
8. a) If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Company shall not be liable to make any payment hereunder.
b) In the event of the Company disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.
9. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
10. This Policy may be terminated at the request of the Insured at any time, in which case the Company will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Company by seven days' notice to that effect being given to the Insured, in which case the Company will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Company may have incurred and less any long-term discount on premiums granted.

11. Under an insurance for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the Insured. Without obtaining the Insured's approval, the Beneficiary shall further have the right to receive any indemnity paid under this Policy and to transfer the Insured's rights even if the Beneficiary is not in possession of this Policy. Upon payment of an indemnity the Company may require evidence of the Beneficiary having given his consent to the insurance and of the Insured having given his consent to the receipt of an indemnity by the Beneficiary.
12. The Indemnity shall be payable one month after determination by the Company of full amount due. Notwithstanding the above, the Insured may, one month after the Company have been duly notified of the loss and have acknowledged their liability, claim as an instalment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control.
- The Company shall be entitled to withhold indemnification
- a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Company of the necessary proof;
 - b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

13. Premium Warranty

It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by the Insurer within sixty (60) days from the inception date of this Policy / Endorsement / Renewal Certificate.

If this Condition is not complied with then this contract is automatically cancelled, and the Insurer shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this Warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purpose of this Warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Insurer.

SECTION 1 – MATERIAL DAMAGE

SCOPE OF COVER

The Company hereby agree with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in cash, replacement or repair (at the Company's option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

SPECIAL EXCLUSIONS TO SECTION 1

The Company shall not, however, be liable for

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items.
- b) loss or damage directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunamis, hurricane, cyclone or typhoon.
- c) loss or damage directly or indirectly caused by theft;
- d) loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not;
- e) loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
- f) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;

- g) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- h) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- i) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- j) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- k) consequential loss or liability of any kind or description;
- l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals);
- m) aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

In respect of the parts mentioned under l) and m) above, the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the insured items.

PROVISIONS APPLYING TO SECTION 1

Memo 1 – Sum Insured

It shall be a requirement of this insurance that the Sum Insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including, e.g. freight, customs duties and dues, if any, and erection costs. If the sum insured is less than the amount required to be insured, the Company shall pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2 – Basis of Indemnity

- a) In cases where damage to an insured item can be repaired, the Company shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the costs of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Company shall pay the costs of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.
- b) In cases where an insured item is destroyed, the Company shall pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed item shall no longer be covered under this Policy, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the schedule.

(The Company may agree – by application of the relevant endorsement – to extend this insurance to cover reimbursement of the full replacement value.)

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this insurance only if especially agreed in writing.

The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The costs of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

SECTION 2 - EXTERNAL DATA MEDIA

SCOPE OF COVER

The Company hereby agree with the Insured that if the external data media entered in the schedule inclusive of the information stored thereon, which can be directly processed in Electronic Data Processing (EDP) systems, suffer any material damage indemnifiable under Section 1 of this Policy, the Company will indemnify the Insured, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total Sum Insured hereby, provided always that such loss or damage occurs during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the premises.

SPECIAL EXCLUSIONS TO SECTION 2

The Company shall, however, not be liable for

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- b) any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever.

PROVISIONS APPLYING TO SECTION 2

Memo 1 – Sum Insured

It shall be requirement of this insurance that the Sum Insured is the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2 – Basis of Indemnity

The Company shall indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the Sum Insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the Sum Insured is reinstated.

SECTION 3 - INCREASED COST OF WORKING

SCOPE OF COVER

The Company hereby agree with the Insured that if material damage indemnifiable under Section 1 of this Policy gives rise to a total or partial interruption of operation of the EDP equipment entered in the Schedule, the Company will indemnify the Insured, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment not covered under this Policy up to an amount not exceeding the agreed indemnification per day and not exceeding in all the Sum Insured in any one year of insurance, provided always that such interruption occurs during the period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

SPECIAL EXCLUSIONS TO SECTION 3

The Company shall, however, not be liable for any additional expenditure incurred as a result of

- a) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;
- b) the necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment.

PROVISIONS APPLYING TO SECTION 3

Memo 1 – Sum Insured

It shall be a requirement of this insurance that the Sum Insured stated in the schedule is the amount which the Insured would have to pay as additional expenditure for 12 months' use of substitute EDP equipment of similar performance to the EDP equipment insured. The Sum Insured shall be based on the amounts agreed per day and per month as specified in the Schedule.

The Company shall also reimburse the Insured for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this Section, provided separate sums therefor have been entered in the Schedule.

Memo 2 – Basis of Indemnity

In the event of failure of the EDP equipment insured the Company shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The Insured shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the Annual Sum Insured which is applicable to this period, the Company shall only be liable to indemnify the Insured in respect of that proportion of the agreed Annual Sum Insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Company.

As from the date of an indemnifiable occurrence the Sum Insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the Sum Insured is reinstated.

ENDORSEMENTS, CLAUSES AND WARRANTIES

(The following clauses are applicable to all sections of this Policy)

Terrorism Exclusion Endorsement (NMA2921)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found invalid or unenforceable, the remainder shall remain in full force and effect.

Industries, Seepage, Pollution and Contamination Exclusion Clause NMA 1685 (Sudden and Accidental)

This Policy does not cover any liability for:

- i. Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (i) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy.
- ii. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy.
- iii. Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

Property Cyber and Data Endorsement (LMA5400)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
10. Data 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.
11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

Communicable Disease Exclusion LMA5394 (27th March 2020)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, 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.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes 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
 - c) 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.

Sanction Limitation and Exclusion Clause LMA3100 (15th September 2010)

No Insurance shall be deemed to provide cover and no Insurer shall 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 that Insurer 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.

War and Civil War Exclusion

This Policy does not cover any liability assumed by the Insured for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

Service Tax

The Premium payable by you is subject to the Service Tax Act 2018, including any subsidiary legislations, orders or regulations governing the application of such tax, as may be imposed, or amended by the relevant authorities from time to time.

When we pay a claim, the amount of claims paid (including any service tax imposed by the relevant authorities) shall be subject to the sum insured or limits of insurance covered under the Policy.

Data Privacy Notice

You hereby agree that by using our services and providing your personal data to us, you consent to Generali's collection, use, disclosure and/or processing of your personal data as described in the Data Privacy Notice made available at our website www.generali.com.my. We reserve the right to update and amend our Data Privacy Notice from time to time. We will notify you of any amendments to our Data Privacy Notice via announcement on our website or other appropriate means.