

Y2K Exclusion Clause

For the purposes of this Memorandum the expression Electronic Equipment shall mean any computer or other equipment or system for processing storing or retrieving data and shall include but shall not be limited to any computer hardware firmware or software, media, microchip, integrated circuit or similar device.

This policy does not cover loss damage expense or liability of whatever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any Electronic Equipment, whether the property of the Assured or not, and whether occurring before, during or after the year 2000

1.correctly to recognize any date as its true calendar date

2.to capture save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

3.to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Electronic Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date

4.inability to calculate, compare, differentiate, sequence or process any data involving the date change to the year of 2000, or any other date change, including leap year calculations;

5.any preventive or remedial change, alteration or modification to any computer system, hardware, program/software, microchip, media, integrated circuit or similar device in other electronic equipment involving the date change to the year of 2000 or any other date change, including leap year calculations.

In case of conflict between this clause and body of the policy or other additional clauses , this clause shall prevail. All other terms, conditions, and exclusions of the policy shall remain unchanged.