

## Data Exclusion Endorsement (Farm Property)

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### WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN THE DEFINITIONS SECTION OF THIS FORM.

This form amends all forms under this policy except:

- LF02 – Farm Liability

#### Section A

Attached to and forming part of the coverage stated on the "Declaration Page(s)" with the exception of Accounts Receivable and Valuable Papers Coverages found in this policy:

This policy does not insure:

- (i) "data"
- (ii) loss or damage caused directly or indirectly by "data problem". However, if loss or damage caused by "data problem" results in the occurrence of further loss of or damage to insured property that is directly caused by fire, "explosion", "smoke", "leakage from fire protective equipment", water damage caused by bursting of frozen pipes and tanks, this exclusion shall not apply to such resulting loss or damage.

#### Section B

Attached to and forming part of Accounts Receivable and Valuable Papers Coverages found in this policy:

This form does not insure loss or damage caused directly or indirectly by "data problem". This exclusion does not apply:

- (i) to any resulting loss or damage if "data problem" results in direct physical loss or damage to property at the "premises" caused by fire, "explosion", "smoke", "leakage from fire protective equipment", water damage caused by bursting of frozen pipes and tanks; or
- (ii) if "data problem" is the direct result of fire, lightning, "explosion", "smoke", "leakage from fire protective equipment", "impact by aircraft, spacecraft or land vehicle", "windstorm or hail", earthquake, tsunami, flood, water damage caused by bursting of frozen pipes and tanks, at the "premises", provided that such perils are insured under this policy.

#### Definitions:

Wherever used in this Form:

- (a) "Data" means representations of information or concepts in electronic form.
- (b) "Data problem" means:
  - (i) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
  - (ii) error in creating, amending, entering, deleting or using "data"; or
  - (iii) inability to receive, transmit or use "data";
- (c) "Explosion" means:

Explosion except with respect to 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:

  - (1) 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;
  - (2) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
  - (3) 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;
  - (4) smelt dissolving tanks;

- (ii) other vessels and apparatus, and their connected pipe, while under pressure , or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 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 their 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;

1. electric arcing or any coincident rupture of electrical equipment due to such arcing;
  2. bursting or rupture caused by hydrostatic pressure or freezing;
  3. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- (d) "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 hereunder due to 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 taxied or moved inside or outside of "buildings".
  - (e) "Leakage from fire protective equipment" means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the declaration page(s) or for adjoining "premises" and loss or damage caused by the fall or breakage or freezing of such equipment.
  - (f) "Smoke" means smoke due to a sudden, unusual or faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.
  - (g) "Windstorm or hail": There shall in no event be any liability for loss or damage to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail.