

ENDORSEMENT CLAUSES

WAIVER OF MINIMAL ENDORSEMENT PREMIUM CLAUSE:

It is hereby declared and agreed that the policy will not charge nor refund for any endorsement invoiced with premium amount between -usd5.00 and usd5.00.

Subject otherwise to the policy terms conditions and exclusions.

CYBER LOSS ABSOLUTE EXCLUSION CLAUSE:

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any cyber loss.
2. Cyber loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1.the use or operation of any computer system or computer network.
 - 2.2.the reduction in or loss of ability to use or operate any computer system, computer network or data;
 - 2.3. Access to, processing, transmission, storage or use of any data;
 - 2.4. Inability to access, process, transmit, store or use any data;
 - 2.5.any threat of or any hoax relating to 2.1 to 2.4 above.
 - 2.6.any error or omission or accident in respect of any computer system, computer network or data.
3. Computer system means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer network means a group of computer systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange data.
5. Data means information used, accessed, processed, transmitted or stored by a computer system.
6. When this clause forms part of a reinsurance contract, insured shall be amended to read original insured.

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NUCLEAR, CHEMICAL BIOLOGICAL EXCLUSION LSW 1173

This (re)insurance does not cover any claim(s) in any way caused or contributed to by the use or release or the threat thereof any nuclear weapon or device or chemical or biological agent.

HIRE PURCHASE AGREEMENT:

It is understood and agreed that the finance company named in the schedule of this policy (hereinafter referred to as the owners) are the owners of the vehicle and that the vehicle/machinery is the subject of the hire purchase agreement made between the owners of the one part and the insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss damage is not made good by repair reinstatement or replacement) of this policy shall be made to the owners as long as they are owners of the vehicle and their receipt shall be a full and final discharge to the company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the hire purchase agreement to the contrary this policy is issued to the insured named the schedule of this policy as the principal party and not as agent or trustee for the owners and nothing herein shall be construed as constituting the insured an agent or trustee for the owners or as an assignment (whether legal or equitable) by the insured to the owners of his rights benefit and claims under this policy. It is lastly understood and agreed that the insured shall not assign his rights, benefits and claims under this policy without the prior consent in writing of the company.

NON-CANCELLATION CLAUSE:

It is further agreed that cancellation of this policy shall not be effected by the insured except upon prior notification to the mortgagee (chargee) in writing giving fourteen days notice to the last known address of the mortgagee (chargee).

ELECTRONIC DATE EXCLUSION CLAUSE

The indemnity will not apply to any claim arising directly or indirectly from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to:

- (i) correctly recognize any date as its true calendar date
- (ii) capture save or retain, and/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.
- (iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

SABOTAGE AND TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, death, injury, illness 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 threat thereof, of any person or group(s) persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, 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, death, injury, illness, 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.

Subject otherwise to the terms, exclusions and conditions of the policy.

COMMUNICABLE DISEASE EXCLUSION (LMA 5394)

1. Notwithstanding any provision to the contrary within this (re)insurance agreement, this (re)insurance agreement 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:

2.1. 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

2.2. 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

2.3. 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.

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SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent and for such period that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)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.

TRANSMISSION AND DISTRIBUTION LINE EXCLUSION CLAUSE

This Policy excludes any losses (property damage and business interruption) in respect of the transmission and distribution lines, poles, transmission towers, cables (including sub-marine cables) and underground property.

MEMORANDUM:

1. Third Party Liability:

FORTE will indemnify the Insured for an accident caused by or arising out of using the Insured's vehicle against all amount that the Insured legally has to pay for:

- Death of or bodily injury to third parties
- Damage to property of third parties

Subject to the maximum limit of liability as follows:

i. Any one accident in respect of death or bodily injury	USD 10,000
ii. Any one accident in respect of property damage	USD 10,000
iii. Defense cost	USD 1,500
iv. Annual aggregate for one accident or series of accident during policy period	USD 100,000

2. Theft, Total Loss and Constructive Total Loss:

In the case of Theft, Total Loss or Constructive Total Loss, **FORTE** will pay in cash the Sum Insured less any applicable Deductible as shown on the Policy Schedule. These include the loss by flood, windstorm, earthquake, and land mine explosion.

- Theft refers to loss of whole insured Heavy Equipment and Tractor.
- Total Loss refers to the damage to the insured Heavy Equipment and Tractor to an extent that it cannot be restored to its pre-loss condition.
- Constructive Total Loss is considered when the cost of repair of the damaged Heavy Equipment and Tractor exceeds 70% of the Property Value when the loan is first obtained.

The ownership of property will be considered as follow:

- If the Sum Insured is less than or equal to 60% of the Property Value, the ownership of the Heavy Equipment and Tractor remains with the Insured.
- If the Sum Insured is more than 60% of the Property Value, **FORTE** shall take over the ownership of such Heavy Equipment and Tractor, together with all appropriate documents appertaining thereto.

Subject always to maximum Sum Insured as shown on the Policy Schedule.