

ELECTRONIC DATA EXCLUSION CLAUSE - ENGINEERING

This insurance does not provide cover for costs incurred to recover, protect, retain, check, reconstruct, restore or replace electronic data that have been lost, destroyed, corrupted, manipulated, hacked or otherwise came into possession of unauthorised parties, whatever the cause or whoever is responsible for it. Cover remains in force for any consequential physical damage, loss or destruction, subject to the other provisions of this policy.

In the event of an insured loss of or damage to electronic media or equipment holding electronic data, insurers are only liable to pay compensation for the repair and/or replacement of such electronic media or electronic equipment, including the costs incurred to copy the electronic data from a backup or from previous generation originals, if and insofar as available. These costs do not include the expenses incurred to create, collect, assemble, retain or protect such electronic data anew or to research these processes. In case of the electronic media or equipment not being repaired or replaced, compensation is paid based on the replacement value of blank electronic media or equipment.

Replacement value is understood to mean the amount required to obtain items with the same or similar technical specifications which are equal in quality, condition and age to the lost or damaged items.

Electronic data are understood to mean any form of information electronic and/or digital processed and/or stored, including the programming, whether or not specifically designed for the equipment and/or electronic data processing (e.g. software).

EXPLANATORY NOTES

Electronic data held by or on equipment, including the integrated or peripheral systems for data storage and/or processing (media), are vulnerable. Information processed and stored in this form can get lost, destroyed, corrupted, manipulated, hacked or come into possession of unauthorised parties. This insurance does not provide cover for costs incurred to recover, protect, retain, check, reconstruct, restore or replace electronic data that have been lost, destroyed, corrupted, manipulated, hacked or otherwise came into possession of unauthorised parties, whatever the cause or whoever is responsible for it.

In the event of an insured damage to the electronic media and/or equipment that also causes loss of or damage to the electronic data held by or on it, the damage to the media and/or equipment as such is compensated, but not the consequential loss of or damage to the electronic data, insofar as no additional cover for extra costs and/or reconstruction costs has been included elsewhere in the policy, providing otherwise.

*The VNAB model policy conditions and clauses only serve as **model**. They may be adjusted by alterations, additional provisions and/or clauses. VNAB market parties are free to offer other policy conditions to their customers.*

The VNAB is not liable for the application or contents of the model conditions and clauses.

In case of any difference between the original Dutch wording of this text and the English translation, the Dutch wording will prevail.

If you're looking for previously published (older) conditions, please contact the VNAB.

The official title of these conditions is: "Modelclausule Uitsluiting Elektronische Gegevens Engineering". The wording is available via the website of the Netherlands Insurance Exchange Association, www.vnab.nl.