CYBER EXCLUSION CLAUSE MARINE 2020 – COMBINATION

1   Subject only to paragraph 3 and 4 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

2   Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3   Paragraph 1 will not apply to:

I. loss or damage, general average or salvage charges covered elsewhere in this insurance directly or indirectly caused by one or more of the perils listed below:

a)   fire or explosion

b)   vessel or craft being stranded, grounded, sunk or capsized

c)   overturning or derailment of land conveyance

d)   crashing of aircraft

e)   collision or contact of vessel, craft or conveyance with any external object

f)   general average sacrifice

g)   jettison

h)   theft

i)   sprinkler leakage

II. forwarding charges and special charges covered elsewhere in this insurance direct or indirectly caused by a risk insured against.

4   Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

EXPLANATORY NOTES

This VNAB model clause contains a combination of elements from the LMA clause 5403 and Clause 437.

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 Cyber Transport 2020 – combinatie". The wording is available via the website of the Netherlands Insurance Exchange Association, www.vnab.nl.

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