

## YEAR 2000 EXCLUSION CLAUSE

### (ALL LIABILITY, WC/EL, MONEY, CASH IN SAFE, CASH IN TRANSIT, FIDELITY, BURGLARY/THEFT, HEAVY EQUIPMENT )

This Insurance agreement shall not cover any liability of the insured for loss, damage or costs of any nature whatsoever directly or indirectly caused by, consisting of, arising from or relating to

1. Any malfunction, failure, breakdown or any inability to perform in whole or in part of any
  - a) computer software,  
computer hardware,  
embedded chips,  
integrated circuit or similar device in non-computer equipment, or
  - b) system, process, service or product dependent on any of the aforementioned.
2. Any preventive or remedial effort or lack thereof to remedy, correct, change, or convert any of (1a) and (1b) above.
3. Any advice, service, consultation, design, evaluation or inspection.
4. Any duty to disclose and/or failure to disclose the cost, expenses, material facts or financial effects to remedy, correct, change or convert any of 1.a) and b) above.

As a result of problems related to calendar data-recognition, which for the purposes of this clause shall mean any failure to

- Correctly recognize any date as its true calendar date
- Capture, save or retain and/or correctly to manipulate, interpret or process any data as a result of the operation of any information or command or instruction which has been programmed into any computer software system or network ( as described above under 1.) being information, a command or an instruction which causes the loss of data or the inability to capture, save or retain and/or correctly manipulate interpret or process such data on or after any date.