



“EXCLUSION OF CYBER ATTACK”

Clause no. CE023 of the Royal Belgian Association of Marine Insurers dd. 19 May 2020

Free and non-committal translation

In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail

- 1 Subject only to paragraph 3 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 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.

Footnote :

1. The use of these conditions is strictly reserved for insurance agreements underwritten by effective members of the ABAM.
2. The use of these conditions is however not mandatory nor recommended; the use of other conditions remains free.
3. No variation on these conditions can refer to the ABAM.