C.HARTWIG GDYNIA S.A.
ul. Śląska 47, 81-310 Gdynia
tel. (+48 58) 69 00 000
fax (+48 58) 69 00 001
e-mail: sales@chg.pl
www.chg.pl

1/1/09

Date Recognition Clause (CARGO)

There is no insurance under this policy in respect of loss of or damage to the subject matter insured or consequential loss or liability (hereinafter referred to as Losses):

1. directly or indirectly caused by the failure of a computer, data processing equipment, microprocessor, integrated circuit or similar device (hereinafter referred to as Hardware), operation systems or computer software (hereinafter referred to as Software) loss, should the faulty operation of the Hardware or Software result from the ability to: a) correctly recognise or interpret the date or time as the true date or time; b) capture, save, retain or correctly manipulate, interpret, process data,   command or instruction as a result of incorrect recognition of date or time; c) capture, save, retain or correctly process data following a command, which formed part of the computer programme and resulted in the loss of data or in the inability to capture, save, retain or properly process data in the date of faulty operation or on a later date;

2. directly or indirectly caused by repairs or modifications of any part of the hardware or software carried out in order to rectify deficiencies or correct features of logic or operation, notwithstanding the fact that these repairs or modifications were performed in accordance with professional knowledge and practice or not;

3. directly or indirectly arising from the lack of advice, consultation, repair, project evaluation, inspection installation, maintenance, supervision or as a result of receipt of these in an inadequate or faulty form, should these steps were or have been taken in order to rectify or test potential or actual deficiencies in the operation of the Hardware or Software; whether the Hardware or Software is owned by the Insured or not.

This Clause shall not exclude the liability of insurer in respect of Losses indirectly arising from circumstances mentioned in items 1-3 above, however directly arising from a "named peril", provided that such is not excluded otherwise in the policy or general terms and conditions. For the purpose of this clause "named peril" shall mean: fire, lightning, explosion, falling of an aircraft or any part or carried cargo thereof, windstorm, torrential rain, hail, avalanche, earthquake, subsidence of land, landslide, flood, volcanic eruption, weight of snow or ice, smoke, sonic boom affecting directly the subject matter insured.

This clause does not exclude the liability of insurer in respect of losses indirectly arising from circumstances described in items 1 - 3 above but directly arising from burglary, provided that such cover is provided by the policy.