

General Property Insurance

Policy Endorsement

For Jim's Group Franchisees

A INSURED DETAILS

Notwithstanding any other provision of this **Policy** to the contrary, this **Policy** does not cover:

1. Any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - a. or a **Communicable Disease**, or
 - b. any property insured hereunder that is affected by such **Communicable Disease**.
3. **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms
4. This **Endorsement** applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

In all other respects, the **Policy** remains unchanged.

B PROPERTY CYBER AND DATA ENDORSEMENT

It is noted and agreed that Section 4. General Exclusions of the **Policy** is amended by the inclusion of the following clause:

The following general exclusions apply to all **Cover Sections** of the **Policy**:

PROPERTY AND DATA ENDORSEMENT

Notwithstanding any other provision of this **Policy** to the contrary, this **Policy** does not cover:

1. **Cyber Loss**, unless subject to the provisions of paragraph 3;
 2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 4;
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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3. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any Endorsement thereto, this **Policy** covers physical loss or physical damage to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
4. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by You suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to You or any other party, even if such **Data** cannot be recreated, gathered or assembled.
5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
6. This Endorsement supersedes and, if in conflict with any other wording in the Policy or any Endorsement thereto having a bearing on **Cyber Loss, Data or Data Processing Media**, replaces that wording.

The following definitions shall apply to the words used in this Endorsement.

7. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
8. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
9. **Cyber Incident** means: 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
10. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
11. Computer System means: 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility, owned or operated by You or any other party.



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12. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

13. **Data Processing Media** means any property insured by this **Policy** on which **Data** can be stored but not the Data itself.

In all other respects, the **Policy** remains unchanged.

DEPRECIATION ENDORSEMENT SCHEDULE

1. Please review the following **Mowing** Depreciation Endorsement Schedule:

Lawn Mowers (Less than \$2,000 in value) and all other Equipment		Mowers (\$2,000 to \$15,000 in value) and all other Equipment		Ride on Mowers (Greater than \$15,000 in value) and all other Equipment	
Less than 6 months old	Nil Depreciation	Less than 12 months old	Nil Depreciation	Less than 12 months old	Nil Depreciation
6 to 12 months	25% Depreciation	12 to 18 months	10% Depreciation	12 to 18 months	10% Depreciation
12 to 18 months	50% Depreciation	18 to 24 months	25% Depreciation	18 to 24 months	25% Depreciation
Greater than 18 months	75% Depreciation	24 to 30 months	40% Depreciation	24 to 30 months	40% Depreciation
		30 to 36 months	55% Depreciation	30 to 36 months	55% Depreciation
		Greater than 36 months	70% Depreciation	Greater than 36 months	70% Depreciation