

Communicable Disease Exclusion, Cyber Exclusion and Statutory Damages Exclusion — Farm Liability



Policy Endorsement

This Endorsement applies to the State Farmpack Farm Liability Part Policy wording — SI4070H/9 12/15 (a Part of the State Farm insurance Policy wording SI4066/6 12/15).

Notwithstanding any other provision to the contrary in this Policy or any other endorsement, the following exclusions are added to 'B. What you are not insured for' of the Farm Liability Part:

Sections 1, 2 and 6

Cyber Exclusion

You are not insured for any actual or alleged loss, liability, claim, cost, or expense, directly or indirectly contributed to by, resulting from, arising out of, or in connection with:

- (a) a **cyber act** including any action taken in controlling, preventing, suppressing, remediating, or responding to a **cyber act**; or
- (b) a **cyber incident** including any action taken in controlling, preventing, suppressing, remediating, or responding to a **cyber incident**; or
- (c) a **loss of data** resulting from a **cyber act** or a **cyber incident**.

This exclusion does not apply in respect of liability arising out of:

- (i) accidental physical loss of or physical damage to anyone else's property (not including **loss of data**), or
- (ii) accidental bodily injury to any person (bodily injury shall be deemed not to include shock, fright, mental anguish or mental injury).

For the purpose of this exclusion only, the following definitions apply:

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 .
cyber incident	means: <ul style="list-style-type: none">(a) any error or omission or series of related errors or omissions in creating, amending, entering, deleting or using any data; or(b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access or process data.
loss of data	means any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss, or theft of any data , including any amount pertaining to the value of such data .
data	means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in electronic or digital form to be used, accessed, processed, transmitted or stored by a computer system .
computer system	means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller and 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, whether owned or operated by you or any other party.

Sections 1, 2, 4, 6 and 7

Communicable Disease Exclusion

You are not insured for any actual or alleged loss, claim, liability, or cost or expense, or investigation, inquiry, prosecution, proceeding, complaint, fine, statutory damages, or reparation:

- (a) caused by or attributable to a **communicable disease**, or
- (b) directly or indirectly attributable to or in connection with any orders, actions or measures of a public authority (including any act, error, or omission by any person in connection with any such order, action or measure) to control, prevent, respond to, or suppress any diseases, conditions or circumstances described in this exclusion.

Communicable disease means any:

- a) disease stated to be a quarantinable disease under the Health Act 1956 or in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002; or
- b) outbreak of disease declared as a pandemic or epidemic by the World Health Organisation or the New Zealand government or any New Zealand government agency or lawful authority; or
- c) disease declared by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

References in this exclusion to legislation and legislative and official terms include any amended, replacement, re-enacted, successor, equivalent, substituted, corresponding, or similar legislation (including any secondary legislation made under such legislation) and legislative and official terms.

Sections 4 and 6

Statutory Damages Exclusion

You are not insured for any:

- (a) damages recoverable under the Privacy Act 2020 or the Human Rights Act 1993 for an accidental breach of the applicable Act of Parliament; or
- (b) costs, fees, or expenses to defend any claim for such damages.

Nothing in this exclusion will be construed to extend coverage to, or imply the existence of cover for, any liability that would not have been covered by this policy in the absence of this exclusion. This exclusion will take priority in the event of any conflict with any other term in the policy or other endorsement.