

## **CYBER EXCLUSION (amended)**

This policy excludes any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

However, this policy will provide cover for physical loss or damage, to the property insured which is caused by an insured peril, including business interruption resulting therefrom, directly occasioned by a Cyber Incident. Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data directly occasioned by the Cyber Incident shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause.

Notwithstanding the foregoing, in the event that hardware or Electronic Data storage device of a Computer System insured by this policy, , sustains physical damage by an insured peril directly occasioned by a Cyber Incident, which results in damage to or loss of Electronic Data stored on that hardware or Electronic Data storage device, then the damage to or loss of such Electronic Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Electronic Data shall be the costs of copying the Electronic Data for back-up's or from originals of the previous generation and the cost of the blank media. Such costs shall not include all reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data and does not include the value of the Electronic Data to You or any other party even if such Electronic Data cannot be recreated, gathered or assembled.

### **Definitions**

a. "Cyber Incident" shall include:

- i unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
- ii Malware or Similar Mechanism;
- iii programming or operator error whether by the insured or any other person or persons;
- iv any unintentional or unplanned – wholly or partially - outage of the insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

b. "Computer System" means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

c. "Electronic Data" means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

- d. “Malware or Similar Mechanism” means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to “Virus”, “Trojan Horses”, “Worms”, “Logic Bombs” or “Denial of Service Attack”.

**ABR2197**