

Property Cyber and Data Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement provides the terms of coverage if coverage is selected on the Declarations Page.

To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. This endorsement does not change any other provision of the insurance policy to which it is affixed. This endorsement is a part of this insurance policy and takes effect on the effective date of the insurance policy unless another effective date is shown on the Declarations Page.

This insurance policy to which this Endorsement is attached is amended to:

Under D. Exclusions and Limitations, in addition to exclusions and limitations in the Policy, the following exclusions and limitations are added:

D. Exclusions and Limitations

1. Property Cyber and Data Exclusion.
 - a. *Cyber Loss*:
 - 1) 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*; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 - b. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
 - c. This endorsement supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on *Cyber Loss* or *Data*, replaces that wording.

Under H. Property Definitions, words and phrases that appear in *italics* in the remainder of this Endorsement have special meaning and apply to this Endorsement only. Refer to H. Property Definitions of the Policy form for the meaning of all other words and phrases that apply to this insurance policy. The following Definitions are added to the Policy:

H. Property Definitions

1. *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*.
2. *Cyber Act* means an unauthorized, malicious or criminal act or series of related unauthorized, 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*.
3. *Cyber Incident* means:
 - a. 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
 - b. 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*.
4. *Computer System* means:
 - a. any computer, hardware, software, communications system, electronic device (including, but not limited to, a smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any other similar system or any configuration of the aforementioned and any associated input, output, data storage device, networking equipment or back up facility, owned or operated by an Insured or any other party.

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

All other terms, conditions, Named Insured coverage, and exclusions of this policy remain unchanged, including applicable policy limits, sub-limits and deductibles, and apply to the coverage provided under this policy.