

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL CYBER AND ELECTRONIC DATA EXCLUSION

**This endorsement modifies insurance provided under the following:
EXCESS PROPERTY INSURANCE FORM UND 1414**

- A.** We will not pay for loss, damage, cost or expense directly or indirectly caused by or resulting from "cyber loss". Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
- B.** We will not pay for loss, damage, cost or expense of whatsoever nature caused directly or indirectly, 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 "electronic data", including any amount pertaining to the value of such "electronic data". Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
- C. 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 any 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 failure 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, 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.
 5. "Electronic data" means any information, records, files, facts, and all software including operating systems, computer programs, procedures, applications, and source material stored as or on, created or used on, or transmitted to or from any "computer system", computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software

which are used with electronically controlled equipment. The term computer programs means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

Nothing contained in this endorsement will be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as stated above.

SPECIMEN