

CYBER LOSS LIMITED EXCLUSION (PROPERTY TREATY REINSURANCE)

- 1 Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes any Cyber Loss.
- 2 However, subject to the other terms, conditions and exclusions contained in this reinsurance agreement, this reinsurance agreement will cover physical damage losses to real and tangible property insured under the original policy sustained by the Company which are directly occasioned by a Cyber Loss.
- 3 For the purposes of recovery under paragraph 2:
 - 3.1 The reinsurers' maximum liability for any such physical damage losses shall be limited to **[response]** any one Cyber Loss and in all.
 - 3.2 PARAGRAPH 2 IS VOID AND OF NO FORCE OR EFFECT UNLESS AN AMOUNT IS SPECIFIED IN PARAGRAPH 3.1.
 - 3.3 This reinsurance agreement is limited to provide cover for such physical damage losses sustained by the Company which commence during the period of this reinsurance agreement. Such physical damage losses may only be included in the Company's Ultimate Net Loss if they manifest themselves, and are reported to the Company, within 12 months of the commencement of the Cyber Act identified in relation to that Ultimate Net Loss.
 - 3.4 Notwithstanding any other provision within this reinsurance agreement, under no circumstances will paragraph 2 be construed to provide cover for any:
 - 3.4.1 loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, biochemical, chemical, radioactive or nuclear pollution or contamination or explosion;
 - 3.4.2 loss, damage, destruction, distortion, erasure, corruption or alteration of any data from any cause whatsoever or loss of use or reduction in functionality resulting therefrom;
 - 3.4.3 loss of, damage to, alteration, corruption, distortion or erasure of, misuse, theft, stealing, copying, security failure(s), failure(s) of operation(s), reduction in functionality, disruption, interruption or degradation of, denial and/or any restrictions of access to any Computer System;
 - 3.4.4 financial loss, including but not limited to fines, penalties, sanctions, breach notification costs, punitive damages and awards.
- 4 If the Reinsurers allege that by reason of this exclusion any Cyber Loss sustained by the Company is not covered by this reinsurance agreement, the burden of proving the contrary shall be upon the Company.

Definitions

- 5 Cyber Loss means 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 Act.
- 6 Cyber Act means an unauthorised or malicious act or series of related unauthorised or malicious 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 or any data by any person or group(s) of persons.

- 7 Computer System means any computer, hardware, software, 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 data storage device, networking equipment or back up facility.

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13 November 2015