CYBER INCIDENT LIABILITY COVERAGE AND LOSS OF  
ELECTRONIC DATA LIABILITY COVERAGE SUBJECT TO  
LOSS OF ELECTRONIC DATA, EACH CYBER INCIDENT  
OCCURRENCE AND AGGREGATE LIMITS

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

|  |  |  |
| --- | --- | --- |
| **Limits Of Insurance** | | |
| **Each Cyber Incident Occurrence Limit:** | **$** |  |
| **Loss Of Electronic Data Limit:** | **$** |  |
| **Cyber Incident Aggregate Limit:** | **$** |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

A. Coverage provided by this insurance under Section I – Coverage A for damages because of:

1. "Bodily injury" or "property damage" caused by a "cyber incident"; and

2. Loss of "electronic data" that results from physical injury to tangible property;

is subject to the Limits of Insurance as described in Paragraph **D.** of this endorsement.

B. For the purposes of the coverage provided by this endorsement:

1. Exclusion p. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of:

(1) "Bodily injury";

(2) "Property damage" caused by a "cyber incident"; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property.

2. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Cyber Incident Costs Or Expenses

Damages claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

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D. The following provisions are added to Section III – Limits Of Insurance:

1. Subject to Paragraph 2. or 3. of Section III – Limits Of Insurance, whichever applies, the Cyber Incident Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of all "cyber incidents".

2. Subject to the Cyber Incident Aggregate Limit, the Each Cyber Incident Occurrence Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" that is caused by a "cyber incident".

3. Subject to the Each Occurrence Limit in Paragraph 5., the Loss Of Electronic Data Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

E. If Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information Endorsement is attached to the policy, the provisions of that endorsement do not apply to the extent that coverage is provided by this endorsement.

F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Cyber incident" means any:

a. Unauthorized access to or use of any computer system.

b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

2. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

G. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the Definitions Section is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.