THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA PROCESSING COVERAGE PART
BUILDERS' RISK COVERAGE PART

A. The following exclusion is added to **Perils Excluded:**

"We" will not pay for loss or damage caused directly or indirectly by, or consisting of the following. Such loss or damage is excluded regardless of any other causes, events, or conditions that contributes concurrently, in any sequence to or aggravate the loss, whether such causes, events, or conditions act to produce the loss before, at the same time as, or after the excluded causes, events, or condition.

Cyber Incident

1. Unauthorized access to or use of any computer system (including electronic data).

2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) 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 (including electronic data) or otherwise disrupt its normal functioning or operation.

3. 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.

B. Fire Or Explosion Exception

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

C. Vandalism

The following is added to vandalism:

Vandalism does not include a cyber incident as described in Paragraph **A.**

All other terms and conditions of the policy remain the same.

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Authorized Representative