



## INDICATION OF TERMS

REFERENCE NUMBER:	4334112
COMPANY NAME:	Ridgedale Local School District
TOTAL PAYABLE:	USD3,701.25
Broken down as follows:	
Premium:	USD3,701.25
Policy Administration Fee:	USD0.00
TRIA:	USD0.00
BUSINESS ACTIVITIES:	Education
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
INDEMNITY PERIOD:	6 months
WAITING PERIOD:	8 hours
RETROACTIVE DATE:	Unlimited
WORDING:	Cyber, Private Enterprise (CFC-CY-0037 11 19)
ENDORSEMENTS:	Privacy Notice Consequential Reputational Harm Extension Endorsement Customer Payment Fraud Extension Endorsement Incident Response Outside Of The Policy Limit Endorsement System Damage And Rectification Costs Amendatory Endorsement System Failure Extension Endorsement Betterment Exclusion Amendatory Endorsement Hardware Replacement Costs Extension Endorsement Media Liability Amendatory Endorsement Policyholder Disclosure Notice Of Terrorism Insurance Coverage Schedule Of Information Ohio Fraud Notice War and Cyber War Exclusion Endorsement
SUBJECTIVITIES:	N/A
POLICY PERIOD:	12 months
DATE OF ISSUE:	07 Jun 2024
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100%, 24 months for 150%, or 36 months for 200%, of applicable annualized premium
THE INSURER:	State National Insurance Company Inc.
QUOTE TYPE:	Admitted

THIS QUOTATION IS ONLY VALID FOR 60 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,  
RETENTIONS AND APPLICABLE CLAUSES



THIS INSURANCE APPLIES TO CLAIMS EITHER FIRST DISCOVERED OR MADE DURING THE PERIOD OF THE POLICY OR APPLICABLE EXTENDED REPORTING PERIOD. LEGAL DEFENSE COSTS AND EXPENSES MAY REDUCE OR EXHAUST THE INSURED LIMIT.

## DECLARATIONS

### ALL INSURING CLAUSES COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

#### SECTION A: INCIDENT RESPONSE COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD0 each and every claim

#### SECTION B: LEGAL AND REGULATORY COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

#### SECTION C: IT SECURITY AND FORENSIC COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

#### SECTION D: CRISIS COMMUNICATION COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

#### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

#### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

#### SECTION G: POST BREACH REMEDIATION COSTS

Aggregate limit of liability: USD50,000 in the aggregate, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

Deductible: USD0 each and every claim



## INSURING CLAUSE 2: CYBER CRIME

### SECTION A: ELECTRONIC THEFT OF YOUR FINANCIAL ASSETS

Aggregate limit of liability: USD250,000 in the aggregate

Deductible: USD5,000 each and every claim

### SECTION B: ELECTRONIC THEFT OF THIRD PARTY FUNDS HELD IN ESCROW

Aggregate limit of liability: USD250,000 in the aggregate

Deductible: USD5,000 each and every claim

### SECTION C: ELECTRONIC THEFT OF PERSONAL FINANCIAL ASSETS

Aggregate limit of liability: USD250,000 in the aggregate

Deductible: USD5,000 each and every claim

### SECTION D: EXTORTION

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

### SECTION E: AUTHORIZED PUSH PAYMENT FRAUD

Aggregate limit of liability: USD250,000 in the aggregate

Deductible: USD5,000 each and every claim

### SECTION F: TELEPHONE HACKING

Aggregate limit of liability: USD250,000 in the aggregate

Deductible: USD5,000 each and every claim

### SECTION G: UNAUTHORIZED USE OF COMPUTER RESOURCES

Aggregate limit of liability: USD250,000 in the aggregate

Deductible: USD5,000 each and every claim

## INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim



#### SECTION B: INCOME LOSS AND EXTRA EXPENSE

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD5,000	each and every claim

#### SECTION C: DEPENDENT BUSINESS INTERRUPTION

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD5,000	each and every claim

#### SECTION D: CLAIM PREPARATION COSTS

Aggregate limit of liability:	USD25,000	in the aggregate
Deductible:	USD0	each and every claim

### INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

#### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD5,000	each and every claim, including <b>costs and expenses</b>

#### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD5,000	each and every claim, including <b>costs and expenses</b>

#### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD5,000	each and every claim, including <b>costs and expenses</b>

#### SECTION D: REGULATORY INVESTIGATION COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD5,000	each and every claim, including <b>costs and expenses</b>

#### SECTION E: MERCHANT SERVICES LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD5,000	each and every claim, including <b>costs and expenses</b>



## INSURING CLAUSE 5: MEDIA LIABILITY

### SECTION A: DEFAMATION

Aggregate limit of liability:	USD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD5,000	each and every claim, including <b>costs and expenses</b>

### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD5,000	each and every claim, including <b>costs and expenses</b>

## INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



## PRIVACY NOTICE

As a policyholder of State National Insurance Company, Inc., you may remember that you purchased your State National Insurance Company, Inc. policy from an insurance agent. Please understand that the agent from whom you purchased your State National Insurance Company, Inc. policy is not affiliated with State National Insurance Company, Inc., but rather is a separate legal entity. In the process of purchasing your State National Insurance Company, Inc. policy, you may have provided your insurance agent with various information, including nonpublic personal information about yourself. You did not provide any such information directly to State National Insurance Company, Inc., but on occasion we may receive such information from your insurance agent. This statement is intended to explain and disclose State National Insurance Company, Inc.'s policies and practices regarding the collection, disclosure and protection of such information.

State National Insurance Company, Inc. will provide customers like yourself with a copy of our privacy policy at the beginning of our relationship and annually thereafter, unless and until our relationship ends. As our products and services continue to evolve, it may be necessary to review and revise our privacy policies, in which case we will provide you with an updated privacy notice.

### i. Financial Information Collected

During the ordinary course of our business, State National Insurance Company, Inc. may – as explained above – collect information about you from the following sources:

- o Information the insurance agent receives from you on applications or other forms;
- o Information about your transactions (including claims) with us, our affiliates and others; and
- o Information we receive from other agents, brokers, administrators, insurance support agencies, legal counsel, consumer reporting agencies and government reporting agencies.

### ii. Financial Information Disclosed

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

### iii. Parties To Whom Information is Disclosed

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

### iv. Confidentiality and Security of Information

We restrict access to information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your information.

### v. Access to and Correction of Your Information

You may write to us if you have any questions about the information that we may have in our records about you. We will respond within 30 business days from the date such request is received to your inquiry. If you wish, you may review this information in person or receive a copy at a reasonable charge. You can notify us in writing if you believe any information should be corrected, amended, or deleted and we will review your request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, you may submit a short written statement identifying the disputed information, which will be included in all future disclosures of your information.

We value your business. This statement is for your information. No response is necessary.



## CONSEQUENTIAL REPUTATIONAL HARM EXTENSION ENDORSEMENT

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 3** in the Declarations page:

**SECTION: CONSEQUENTIAL REPUTATIONAL HARM**

Aggregate limit of USD1,000,000 in the aggregate liability:

Deductible: USD5,000 each and every claim

2. The following **SECTION** is added to **INSURING CLAUSE 3**:

**SECTION: CONSEQUENTIAL REPUTATIONAL HARM**

We agree to reimburse **you** for **your reputational harm income loss** sustained during the **reputational harm period** as a direct result of:

- a. the loss of current or future customers; or
- b. **your client** suspending or terminating their contract with **you**;

caused solely as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

3. The following **DEFINITIONS** are added:

**"Reputational harm income loss"** means

**your** income (less sales tax) that would have been earned during the **reputational harm period** that is permanently lost as a direct result of:

- a. the loss of current or future customers; or
- b. **your client** suspending or terminating their contract with **you**;

less any cost savings achieved as a direct result of the reduction in income.

**"Reputational harm period"** means

the period starting from when the cyber event is first discovered and lasting for 12 months.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**





## CUSTOMER PAYMENT FRAUD EXTENSION ENDORSEMENT

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 2** in the Declarations page:

**SECTION: CUSTOMER PAYMENT FRAUD**

Aggregate limit of liability: USD50,000 in the aggregate

Deductible: USD5,000 each and every claim

2. The following **SECTION** is added to **INSURING CLAUSE 2**:

**SECTION: CUSTOMER PAYMENT FRAUD**

**We** agree to reimburse **you** for **loss**, including outstanding debts and the cost of reimbursing **your** existing customers for their financial loss, as a direct result of any phishing, vishing or other social engineering attack against any existing customer of **yours** arising as a direct result of any **cyber event** first discovered by **you** during the **period of the policy**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## INCIDENT RESPONSE OUTSIDE OF THE POLICY LIMIT ENDORSEMENT

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The words "ALL INSURING CLAUSES COMBINED" stated in the Declarations page are deleted and replaced with "INSURING CLAUSES 2-6 COMBINED".
2. The following is added to **INSURING CLAUSE 1** in the Declarations page:

ALL SECTIONS COMBINED

Aggregate limit of

liability: USD1,000,000 in the aggregate

3. "HOW MUCH WE WILL PAY" is deleted in its entirety and replaced with the following:

### HOW MUCH WE WILL PAY

The maximum amount payable by **us** under this Policy in total across all Insuring Clauses will not exceed the **policy limit** plus the **incident response limit**.

The maximum amount payable by **us** in respect of each Section and each Insuring Clause will not exceed the **insured limit** for that Section or Insuring Clause.

Where cover is provided under multiple Sections of one or more Insuring Clauses, the maximum amount **we** will pay in total for that claim is the amount of the highest **insured limit** of the Sections under which cover is provided plus the **incident response limit**.

Where more than one claim under this Policy arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **insured limit** and **incident response limit** will be applicable.

4. The "Policy limit" DEFINITION is deleted in its entirety and replaced with the following:

"Policy limit" means

the aggregate limit of liability for **INSURING CLAUSES 2 – 6** combined as stated in the Declarations page.

5. The following DEFINITION is added:

"Incident response limit" means

the aggregate limit of liability for all Sections combined of **INSURING CLAUSE 1** as stated in the Declarations page.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY



## SYSTEM DAMAGE AND RECTIFICATION COSTS AMENDATORY ENDORSEMENT

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

It is understood and agreed that **INSURING CLAUSE 3 (SECTION A only)** is deleted in its entirety and replaced with the following:

### **SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS**

**We** agree to reimburse **you** for the additional cost of employing:

- a. contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;
- b. specialist data recovery consultants, including IT forensic consultants, to recover **your** data or applications; and
- c. specialist consultants or overtime costs for **employees** working within **your** IT department to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## SYSTEM FAILURE EXTENSION ENDORSEMENT

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. **INSURING CLAUSE 3 (SECTION B)** is deleted in its entirety and replaced with the following:

### **SECTION B: INCOME LOSS AND EXTRA EXPENSE**

We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your** business activities arising directly out of any sudden, unexpected and continuous outage of **your computer systems** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** outage lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

2. **INSURING CLAUSE 3 (SECTION C)** is deleted in its entirety and replaced with the following:

### **SECTION C: DEPENDENT BUSINESS INTERRUPTION**

We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your** business activities arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which is first discovered by **you** during the **period of the policy**, provided that the computer systems outage lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

3. The "**Cyber event**" **DEFINITION** does not mean any system failure.
4. The "**Income loss**" **DEFINITION** is deleted in its entirety and replaced with the following:

**"Income loss"** means

**your** income that, had the **cyber event** or **system failure** which gave rise to the claim not occurred, would have been generated directly from **your** business activities (less sales tax) during the **indemnity period**, less:

- a. actual income (less sales tax) generated directly from **your** business activities during the **indemnity period**; and
  - b. any cost savings achieved as a direct result of the reduction in income.
5. The following **DEFINITION** is added to this Policy:

**"System failure"** means

any sudden, unexpected and continuous outage of **your computer**



**systems** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

However, in respect of **INSURING CLAUSE 3 (SECTION C only)**, **system failure** also means any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

**"System failure"** does not mean a **cyber event**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**



## BETTERMENT EXCLUSION AMENDATORY ENDORSEMENT

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

It is understood and agreed that the following is added to the "Betterment" **EXCLUSION**:

However, in the event of a hacking attack, malware infection or computer virus, when rebuilding **your computer systems** we will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected **computer system**, provided that the maximum amount **we** will pay is 25% more than the cost that would have been incurred to repair or replace the original model or license. Under no circumstances will **we** pay the cost of acquiring or installing **computer systems** which did not form a part of your **computer systems** immediately prior to the incident which gave rise to the claim.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## HARDWARE REPLACEMENT COSTS EXTENSION ENDORSEMENT

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 3** in the Declarations page:

**SECTION: HARDWARE REPLACEMENT COSTS**

Aggregate limit of USD1,000,000 in the aggregate liability:

Deductible: USD5,000 each and every claim

2. The following **SECTION** is added to **INSURING CLAUSE 3**:

**SECTION: HARDWARE REPLACEMENT COSTS**

**We** agree to pay on **your** behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of **your computer systems** that have been damaged as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto your existing hardware.

3. The "Betterment" and "Property and hardware costs" **EXCLUSIONS** will not apply to the **HARDWARE REPLACEMENT COSTS SECTION** of **INSURING CLAUSE 3**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**

## MEDIA LIABILITY AMENDATORY ENDORSEMENT

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The **"Media content" DEFINITION** is deleted in its entirety and replaced with the following:

**"Media content"** means

any content created or disseminated by **you** or on **your** behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

**"Media content"** does not include any:

- a. tangible product design;
  - b. industrial design;
  - c. architectural or building services;
  - d. advertisement created by **you** for a **third party**;
  - e. business, company, product or trading name;
  - f. product packaging or labelling; or
  - g. software products.
2. The "Product IP infringement" **EXCLUSION** will apply to **INSURING CLAUSE 5**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**





## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(l) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## SCHEDULE OF INFORMATION

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

The information stated below has been provided to **us** as part of **your** application for this Policy. It is important that this information is correct as **we** may seek to avoid this Policy or reject a claim in the event of any reckless or deliberate non-disclosure or misrepresentation.

If any of the information below is incorrect, please contact **us** as soon as is reasonably practicable.

1. Company web address: [ridgedaleschools.org](http://ridgedaleschools.org)
2. Number of employees: 100
3. Annual revenue: USD10,500,000
4. **You** have not experienced a **cyber event** in the past three years that has resulted in a direct financial loss of more than USD10,000
5. **You** have not had any legal action brought or threatened against **you** in the last five years as a direct result of a **cyber event**
6. **You** have not had any regulatory action initiated against **you** in the last five years as a direct result of a **cyber event**
7. **You** are not involved in the direct supply of goods or services to the cannabis industry, nor are **you** involved directly with the use or supply of cryptocurrency

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY



## OHIO FRAUD NOTICE

ATTACHING TO POLICY NUMBER: N/A  
THE INSURED: Ridgedale Local School District  
WITH EFFECT FROM: -

### FRAUD NOTICE

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

## WAR AND CYBER WAR EXCLUSION ENDORSEMENT

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: Ridgedale Local School District

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy

1. The "War" **EXCLUSION** is deleted in its entirety and replaced with the following:

### **War and cyber war**

arising directly or indirectly out of:

- a. **war**; or
- b. **cyber war**.

However, part b. above will not apply to:

- a. **INSURING CLAUSE 1 (SECTION A only)**; and
- b. that part of any claim relating to any computer systems which are physically located outside of an **impacted state**.

2. The following **DEFINITIONS** are added:

### **"Cyber war"** means

any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of a **state**, that directly results in another **state** becoming an **impacted state**.

### **"Impacted state"** means

any **state** that suffers a major detrimental impact on its:

- a. ability to function; or
- b. defense and security capabilities;

as a direct result of any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of another **state**.

### **"State"** means

sovereign state.

### **"War"** means

any physical:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, usurped power, or action taken by governmental authority in hindering or defending against

any of these.

3. The following **CONDITION** is added:

**Dispute resolution**

All disputes or differences between **you** and **us** will be referred to mediation or arbitration and will take place in the State of the United States of America where the company named as the insured in the Declarations page is domiciled.

In respect of any arbitration proceeding **we** will follow the applicable rules of the arbitration association in the State of the United States of America where the company named as the insured in the Declarations page is domiciled, the rules of which are deemed incorporated into this Policy by reference to this Condition. Unless the applicable arbitration association rules state otherwise, a single arbitrator will be appointed who will be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on a suitable appointment then **we** will refer the appointment to the applicable arbitration association.

Each party will bear its own fees and costs in connection with any mediation or arbitration proceeding but the fees and expenses of the arbitrator will be shared equally between **you** and **us** unless the arbitration award provides otherwise.

Nothing in this Condition is intended to remove **your** rights under the "Choice of law" **CONDITION**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
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