

HOUSTON CASUALTY COMPANY
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement

NETGUARD® SELECT INSURANCE ENDORSEMENT

WAR AND CYBER OPERATION EXCLUSION

In consideration of the premium charged, it is understood and agreed that this Policy is amended as follows:

1. Section VII. **EXCLUSIONS AS TO THE ENTIRE POLICY**, Exclusion (P), of this Policy is deleted in its entirety.
2. Section VII. **EXCLUSIONS AS TO THE ENTIRE POLICY** is amended by the addition of the following Exclusion:

This Policy does not apply to any **Claim** for any loss, damage, liability, cost or expense:

- (1) directly or indirectly caused by, resulting from or in connection with any **War**;
- (2) resulting from a **Cyber Operation** carried out as part of any **War**; or
- (3) resulting from a **Cyber Operation** that causes a sovereign state to become an **Impacted State**;

Provided, however, that paragraph (3) above shall not apply to the direct or indirect effect of a **Cyber Operation** on an **Insured Computer System** or a **Service Provider Computer System** that is not physically located in an **Impacted State** but is affected by a **Cyber Operation**.

As used in this Endorsement, whether in singular or plural form:

- A. **“Cyber Operation”** means the use of a **Computer System** by, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate or destroy information in a **Computer System** of or in another sovereign state.
- B. **“Essential Service”** means any service that is essential for the proper operation and maintenance of vital functions of a sovereign state, including, but not limited to, financial services (including services related to financial institutions and associated financial market infrastructure), health services, utility services, emergency services, and/or services that are essential for the proper operation of the food, energy and/or transportation sector.
- C. **“Impacted State”** means a sovereign state where a **Cyber Operation** has had a major detrimental impact on:
 - (a) the functioning of that sovereign state due to disruption of the availability, integrity or delivery of an **Essential Service** in that sovereign state; and/or

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(b) the security or defense of that sovereign state;

provided, however, that an **Impacted State** shall not result from an attack, or a related series of attacks, solely impacting the **Insured**.

D. **“Service Provider Computer System”** means a **Computer System** that is owned or leased by, and under the direct operational control of, an **Outsourced IT Service Provider**.

E. **“War”** means:

(a) armed conflict involving physical force by one sovereign state against another sovereign state, whether either such state is fully or partially recognized, and whether war has been declared or not; and/or

(b) civil war, rebellion, revolution, insurrection, riot or civil commotion, military or usurped power or martial law.

All other terms and conditions of this Policy remain unchanged.