

**HOUSTON CASUALTY COMPANY**  
**Houston, Texas**

End. Effective Date	Named Insured	Policy Number	Endorsement

**NETGUARD® SELECT INSURANCE ENDORSEMENT**

**OPERATING SYSTEM EVENT EXCLUSION**

In consideration of the premium charged, it is understood and agreed that Section **VIII. EXCLUSIONS AS TO ALL FIRST PARTY INSURING AGREEMENTS** of this Policy is amended by the addition of the following Exclusion:

In addition to the Exclusions under Section **VII.**, the Company will not be liable under any First Party Insuring Agreement of this Policy for any **Claim** based upon, arising from, or in any way involving an **Operating System Event**.

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

- A. **“Application Program”** means any computer software program that performs a particular function or task within the **Computer Operating System** for the end-user, including, but not limited to, database programs, web browsers, enterprise software, word processors, graphics software and media players.
- B. **“Computer Operating System”** means **Computer System** software that manages or administers computer hardware, software resources, or provides common services to run an **Application Program**. **Computer Operating System** does not include an **Application Program**.
- C. **“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.
- D. **“Operating System Event”** means a single act of exploitation of, or a series of related, repeated or continuing acts of exploitation of, software vulnerabilities in a **Computer Operating System**, including, but not limited to ransomware, wiper malware, computer worms, and computer viruses, the impact of which is of sufficient intensity, scale or effect to cause a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any **Essential Service** in that other sovereign state. For purposes of this definition, a major detrimental impact on the functioning of a sovereign state shall be deemed to occur when such impact has been made public through the media, official statements or otherwise.

All other terms and conditions of this Policy remain unchanged.