

Cyber Limited Exclusion and Data Exclusion

1. This POLICY excludes any actual or alleged loss, damage, liability, CLAIM, fine, penalty, cost (including, but not limited to, defence cost and mitigation cost) or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - a) a CYBER INCIDENT, unless subject to the provisions of paragraph 3.;
 - b) a CYBER ACT; or
 - c) a breach of DATA PROTECTION LAW by the NAMED INSURED, or parties acting for the NAMED INSURED, involving access to, processing of, use of or operation of any COMPUTER SYSTEM or DATA, including notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services.
2. Any cover for the costs of reconstituting or recovering lost or damaged documents owned or controlled by the NAMED INSURED in this POLICY shall not apply to DATA.
3. Subject to all the terms, conditions, limitations and exclusions of this POLICY or any endorsement thereto, subparagraph 1.a) shall not apply to any otherwise covered CLAIM arising out of any actual or alleged breach of professional duty by the NAMED INSURED involving access to, processing of, use of or operation of any COMPUTER SYSTEM or DATA unless such actual or alleged breach of professional duty by the NAMED INSURED is caused by, contributed to by, resulting from, arising out of or in connection with a CYBER ACT.

Definitions Applicable to this Exclusion

4. "CYBER ACT" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.
5. "CYBER INCIDENT" means:
 - a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or
 - b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.
6. "COMPUTER SYSTEM" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the NAMED INSURED or any other party.
7. "DATA" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.
8. "DATA PROTECTION LAW" means all applicable data protection and privacy legislation, regulations in any country, province, state, territory or jurisdiction which governs the use, confidentiality, integrity, security and protection of personal data, and any guidance or codes of practice issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

ALL OTHER DEFINITIONS, OBLIGATIONS, PROVISOS, EXCLUSIONS AND GENERAL CONDITIONS OF THE POLICY REMAIN UNCHANGED.