



An Update on the Cyber Exclusion Clause

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CURRENT EXCLUSIONS

- London Institute Clause 380
- ISO Exclusions
 - Electronic Data Exclusion(2004)
 - Data Breach Exclusion(2014)
- NMA 2914, NMA 2915 Clauses(2001)

10/11/03

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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ENDORSEMENT OPTIONS

- Duplicate CL 380 with minimal changes
- Modify CL 380 with current terminology including definitions
- Combined wording that incorporates CL 380 and the ISO Cyber exclusions

DEFINITIONS

- Computer System
- Electronic Computer Program
- Malicious Code / Computer Virus
- Data / Electronic Data
- Personally Identifiable Information
- Electronic data Communications system

GOALS

- Completion and approval in 2015
- Usable by all Marine Lines of Business
- Acceptable to a majority of the market

TRUST NO ONE

