

War and Cyber Operation Exclusion
(For use on commercial cyber insurance contracts)

1. Notwithstanding any provision to the contrary in this insurance, this insurance does not cover that part of any loss, damage, liability, cost or expense of any kind (together "loss") resulting:
 - 1.1. directly or indirectly from **war**;
 - 1.2. from a **cyber operation** that is carried out as part of a **war**; or
 - 1.3. from a **cyber operation** that causes a sovereign state to become an **impacted state**.

Provided, however, paragraph 1.3 shall not apply to the direct or indirect effect of a **cyber operation** on a **computer system** used by the insured or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.

Attribution of a **cyber operation** to a sovereign state

2. In determining attribution of a **cyber operation**, the insured and insurer shall have regard to whether the government of the **impacted state** formally or officially attributes the **cyber operation** to another sovereign

In the event that the government of the **impacted state** either takes an unreasonable length of time to, or does not, or is unable to attribute the **cyber operation** to another sovereign state or those acting at its direction, the following definition shall apply for the purposes of this exclusion

3. **Computer system**

