

# American Institute

## Cyber Exclusion and Limited Buy Back Clause (Cargo)

(FINAL 12202019)

### CYBER EXCLUSION

In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from

- A. any "malicious act" involving the use of any "computer system", "electronic data communications system", "computer virus", or process or any other electronic system; and/or
- B. any access to or disclosure of any "personally identifiable information" or any person's or organization's confidential information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, or any other type of nonpublic information; and/or
- C. any action or omission that violates or is alleged to violate any federal, state or local statute that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of any written or electronic material or information.

### LIMITED BUY BACK

The limited coverage provided below remains subject to all other terms, conditions, limitations and exclusions contained in the Policy to which this endorsement is attached and all other endorsements thereto.

Notwithstanding the CYBER EXCLUSION section above, this insurance shall cover loss, damage, or expense directly caused by or contributed to or arising from the risks described in A above only, **PROVIDED THAT:**

(1) any such claim recoverable under A above is not otherwise excluded by the Free of Capture & Seizure Warranty, Extended Radioactive Contamination Exclusion Clause (Extended RACE Clause), Delay Warranty, Accumulation Clause or Chemical, Biological, or Bio-Chemical and Electromagnetic Exclusion Clause (CBE) Clause in the Policy to which this endorsement is attached; and

(2) the property insured must be in the ordinary course of transit; and

(3) the Assured must register an official complaint with the Federal Bureau of Investigation (FBI) and the Internet Crime Complaint Center (IC3) or equivalent reporting agencies of other countries or equivalent agencies of any sovereign power where property is being transported from or to within 60 days of the discovery of the occurrence which gives rise to coverage; and

(4) In any event coverage provided for herein, **shall terminate:**

(i) As per the Warehouse to Warehouse Clause, Marine Extension Clause, 60 Day South American Clause and any other clauses relating to duration of transit contained or endorsed onto the Policy; or

(ii) on delivery to the consignee's or other final warehouse or place of storage at the destination named herein; or

(iii) on delivery to any warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elects to use either for storage other than in the ordinary course of transit or for allocation or distribution; or

(iv) in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the property insured from the vessel at the port of discharge; or

(v) in respect of air transits, on the expiry of 30 days after unloading the property insured from the aircraft at the place of discharge;

**whichever shall first occur.**

Nothing in this endorsement shall be construed to cover any loss, damage or expense directly or indirectly caused by or contributed to or arising from any of the following:

- a. loss of market, inherent vice, and delay;
- b. business interruption and consequential loss howsoever;
- c. infidelity or any dishonest act done by or at the instigation of the Assured;
- c. hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom;

Where this policy provides coverage for War Risks, the CYBER EXCLUSION above shall not operate to exclude losses which would otherwise be covered by such War Risks coverage.

This coverage shall be subject to a limit of \$ \_\_\_\_\_ per any one occurrence, but in no event to exceed \$ \_\_\_\_\_ in any 12 month period in consideration of a premium of \$ \_\_\_\_\_.

DEDUCTIBLE: \$ \_\_\_\_\_ each loss/occurrence

**Notwithstanding anything contained elsewhere herein, this clause does not extend to any other limit of insurance provided by the Policy to which this endorsement is attached or any other endorsement thereto.**

### **Definitions**

"Computer system" means computer hardware of any kind; "electronic computer program"; "electronic data processing media"; operating system; media microchip; microprocessor (computer chip); integrated circuit or similar device; computer network and networking equipment; firmware; server; website; extranet; and all input, output, processing, storage, and off-line media libraries.

"Computer virus" means any corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to, any maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a "computer system" or network of whatsoever nature.

"Electronic computer program" means computer software, application software, and other recorded instructions for the processing, sequencing, collecting, transmitting, recording, retrieval, or storage of "electronic data".

"Electronic data" means information or knowledge recorded or transmitted in a form usable in a "computer system", microchip, integrated circuit or similar device in non-computer equipment, and which can be stored on "electronic data processing media" for use by an "electronic computer program".

"Electronic data communications system" means any communication system, including a "computer system" and the internet, which provides the Assured with access to another "computer system", microchip, integrated circuit or similar device in non-computer equipment, or which provides any party access to the Assured's "computer system", microchips, integrated circuits or similar devices in non-computer equipment.

"Electronic data processing media" means punch cards, paper tapes, floppy disks, CD-ROM, hard drives, magnetic tapes, magnetic discs or any other tangible personal property on which "Electronic data" or "electronic computer programs" are recorded or transmitted, but not the "electronic data" or "electronic computer programs" themselves. Money or securities are not "electronic data processing media".

"Malicious act" shall mean the intentional and wrongful action or actions of one or more persons, whether or not agents of a sovereign power.

"Personally identifiable information" shall mean information, whether printed or digital, encrypted or unencrypted, in the care custody or control of any Assured which alone or in conjunction with other information can be used to uniquely identify an individual. However, "personally identifiable information" does not include information which is lawfully available to the general public.