

COMBINED LIABILITY – IT PROFESSIONALS SUMMARY OF KEY CHANGES

This summary is for brokers' information only. It does not form part of the insurance policy and will not be used to assess claims.

Summary of key changes for HCL2IT

Change Type	What's changed	Detail
Updated Contact information	p.2: Hutch Postal Address	Address updated to 17 Bridge St, Sydney, NSW, 2000
Additional Insurer information	p.2: Names Arch Underwriting Syndicate as leader of Syndicate p.2: About the Insurer now Includes reference to Arch Underwriting Syndicate p.13: Update definition of Insurer to include Arch Underwriting	Security for the policy is via a London based Lloyd's syndicate led by Arch Underwriting. The insurer information now includes reference to "certain underwriters at Lloyd's, <u>led by Arch Underwriting at Lloyd's (Australia) Pty Ltd, Syndicate 2012.</u> " Changes reference from "them" to "the Lloyd's Underwriters" The definition of Insurer(s)/We/Us/Our has been amended to include "led by Arch Underwriting at Lloyd's (Australia) Pty Ltd, Syndicate 2012"
Update Additional Benefits	P.18: Sublimit for Extension is now built in	Additional Benefit 16. Data Recovery Costs removes reference to the policy schedule and replaces with "\$100,000 in the aggregate during the Policy Period."
Corrected Extension Wording	p.20 Correction of Error Reference in reference to a general exclusion	Deletion of incorrectly populated line " Error! Reference source not found.Error! Reference source not found. Error! Reference source not found" under Section 2. Additional Benefits 1. Contractual Liability. Replaced with correct reference to General Exclusion "3 Assumed Liability"
Update Exclusion	p.8 Add Exclusion 17. War and Cyber Operation Exclusion	17. War and Cyber Operation exclusion Notwithstanding any provision to the contrary in this Policy, this Policy does not cover that part of any loss, damage, liability, cost, or expense, of any kind (together "loss"): <ol style="list-style-type: none">directly or indirectly arising from a War, and/orarising from a Cyber Operation that is carried out as part of a War or the immediate preparation for a War, and/orarising from a Cyber Operation that causes a State to become an Impacted State. This paragraph 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. <u>Attribution of a Cyber Operation to a State</u> Notwithstanding the Insurer's burden of proof, which shall remain unchanged by this clause, in determining attribution of a Cyber Operation to a State, the Insured and Insurer will consider such objectively reasonable evidence that is available to them. Further to any legally permissible evidence, this may include formal or official attribution by the government of the State in which the Computer System affected by the Cyber Operation is physically located to another State or those acting at its direction or under its control. For the purposes of this War and Cyber Operation exclusion: Computer System means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device,

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		<p>networking equipment or back up facility. If there is any inconsistency between definitions of computer system in this exclusion and the Policy, the definition in the Policy shall apply.</p> <p>Cyber Operation means the use of a Computer System by, at the direction of, or under the control of a State to</p> <ol style="list-style-type: none"> 1. disrupt, deny access to or, degrade functionality of a Computer System, and/or 2. copy, remove, manipulate or destroy information in a Computer System. <p>Essential Service means a service that is essential for the maintenance of vital functions of a State including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.</p> <p>Impacted State means any State where a Cyber Operation has had a major detrimental impact on:</p> <ol style="list-style-type: none"> 1. the functioning of that State due to disruption to the availability, integrity or delivery of an Essential Service in that State, and/or 2. the security or defence of that State. <p>State means a sovereign state.</p> <p>War means armed conflict involving physical force:</p> <ol style="list-style-type: none"> 1. by a State against another State, or 2. as part of a civil war, rebellion, revolution, insurrection, military or usurped power, whether War be declared or not.
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