

# Cyber Loss Exclusion Endorsement

Sandbox Mutual Insurance Company  
250 Willis Crescent  
Saskatoon, SK S7T 0V2  
800.667.3067 sandbox.ca



This exclusion endorsement is attached and applies to all Liability, Property, and Time Element coverage of this policy, as may be applicable. This exclusion endorsement deletes and replaces the Data Exclusion, including Data Problem exclusion, applicable to the Property and Time Element coverages in this policy. This exclusion endorsement does not apply to the Data Compromise Coverage (CAP404) or CyberOne Coverage (CAP403) endorsements when coverage is provided by the policy.

1. Notwithstanding any provision to the contrary within this policy or endorsement thereto, this policy excludes all loss, damage, liability, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - 1.1 Cyber Loss;
  - 1.2 any loss of, alteration of, damage to or a reduction in the functionality, availability or operations of a Computer System, unless subject to the provisions in paragraph 2;
  - 1.3 any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any Data, including any amount pertaining to the value of such Data.
2. Subject to the other terms, conditions and exclusions contained in this policy, the policy will cover physical damage to property insured under the policy and Time Element loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

Fire, explosion, smoke, or leakage from fire protective equipment.

## DEFINITIONS

3. Cyber Loss means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act, or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident.
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 or operation of any Computer System.
5. Cyber Incident means 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 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 backup facility.
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. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

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