

## **Marine Cyber and Blackout Exclusion and Optional Cyber Write Back Clause** (Cyber/Blackout Clause)

Standard policy conditions of the GDV

### **1 Exclusion of cyber damage**

1.1 Unless otherwise agreed by way of an individual agreement, the following Clauses 1.2 to 1.4 shall apply to the entire insurance contract including any cover extension.

1.2 Any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage insofar as directly or indirectly caused by, arising from, or contributed to by an information security breach are excluded from insurance cover irrespective of contributory causes.

1.3 Information security breach means an impairment of the

- availability
- integrity
- confidentiality

of electronic data or of information processing systems used by the Insured or the Assured (third-party insured) to carry out their operating or business activities, or used by third parties involved by and acting in the legal or economic interest of the Insured or Assured, including in particular carriers, subcontractors, or other vicarious agents. In this context, it is irrelevant whether the electronic data or the information processing systems of the Insured, the Assured, or the third party involved are under their direct control or are being outsourced by the Insured, the Assured, or the third party involved to an external service provider.

1.4 The term "electronic data" also comprises software and programmes.

### **2 Exclusion of blackout damage**

2.1 Unless otherwise agreed by way of an individual agreement, the following Clause 2.2 shall apply to the entire insurance contract including any cover extension.

2.2 Any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage incurred as a result of a supra-regional outage of network structures used for electricity supply or information transmission, in particular telephone, Internet or radio, lasting at least ... hours, are invariably excluded from insurance cover irrespective of contributory causes.

### **3 Write Back of cyber damage (where agreed)**

The parties may agree the following:

3.1 Option 1 (applies unless the insurance contract states that Clause 3.2 applies)

In deviation from Clause 1 and only within the scope of the provisions of the insurance contract, provided such is insured therein, any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage caused by an information security breach shall be deemed insured.

If the information security breach is caused by

- an attack on electronic data or information processing systems that are not exclusively those of the Insured, the Assured, or of third parties involved within the meaning of Clause 1, or
- malware which affects the electronic data or information processing systems of the Insured, the Assured, or of third parties involved within the meaning of Clause 1,

the indemnification for each loss event is limited to ... as well as to ... for all loss events in one insurance year.

3.2 Option 2 (only applies if agreed in the insurance contract)

In deviation from Clause 1 and only within the scope of the provisions of the insurance contract, provided such is insured therein, any physical damage, financial loss, liability, costs, expenses or indirect loss/damage caused by an information security breach shall be deemed insured in accordance with the following provisions:

- Loss or damage in connection with disappearance or theft or misappropriation. Such circumstances are deemed to exist if the Insured states the corresponding facts in a conclusive manner.

In such cases, the indemnification for each loss event is limited to ... as well as to ... for all loss events in one insurance year.

3.3 The write back pursuant to Clause 3 may be terminated at any time in text form. The termination is effective 7 days after receipt.

3.4 The write back pursuant to Clause 3 does not grant any additional insurance cover beyond the other provisions of the insurance contract.