

**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**

