
Crisis Solution (Corporate) 2.0 Endorsement

NETWORK INTERRUPTION

It is agreed that:

1. The policy is amended by adding the following schedule:

Network Interruption Schedule

1. **Network Interruption Loss** Limit of Liability
(for each single **Network Interruption**): USD [] per day during the **Network Restoration Period**, but not exceeding USD [] in total
2. Waiting Period: [] hours
2. Section 1, Insurance Covers, is amended by adding the following:
Network Interruption Insurance Cover
The Insurer shall reimburse the **Policyholder** for a **Company's Network Interruption Loss** resulting from a **Network Interruption**.
3. In Section 2, Definitions, the definition of **Insured Event** is amended by adding the following:
For the purposes of the Network Interruption Insurance Cover only, **Insured Event** also means a **Network Interruption**. For the purposes of all the other Insurance Covers, **Insured Event** does not include a **Network Interruption**.
4. In Section 2, Definitions, the definition of **Loss or Expense** is amended by adding the following:
Loss or Expense also means **Network Interruption Loss**.
5. Section 2, Definitions, is amended by adding the following:
Betterment Costs means the costs of:
 - (i) updating, upgrading, enhancing or replacing a **Company Computer System** to a level beyond that which existed prior to commencement of a **Network Interruption**; or
 - (ii) removing software program errors or vulnerabilities.

Investigating Accountants means accountants used with the **Insurer's** prior written consent.

Network Interruption means:

- (i) the suspension or degradation of the service of a **Company Computer System**; or
- (ii) the inability of a **Company** to access **Data** which has been deleted, damaged, corrupted, altered or lost,

which is caused by unauthorised access to a **Company Computer System** and use of that unauthorised access for perpetrating a **Cyber Extortion** which commences during the **Policy Period** and within the **Territory**.

Network Interruption Loss means:

- (i) a **Company's** loss of business income caused by a **Network Interruption**, which shall be calculated as follows by the **Investigating Accountants**:
 - (a) by taking the profit before taxes which that **Company** would have earned during the **Network Restoration Period** if the **Network Interruption** had not occurred;
 - (b) then adding such cost (other than **Betterment Costs**) incurred by that **Company** during the **Period of Restoration** which would not have been incurred but for the **Network Interruption** and which was incurred for the purpose of continuing, on a curtailed basis, business activities of that **Company** which were necessary for it to resume the normal business activities which were the subject of the **Network Interruption** in the condition they were in immediately prior to the **Network Interruption**;
 - (c) then adding such other cost (other than **Betterment Costs**) reasonably incurred by that **Company** during the **Period of Restoration** which would not have been incurred but for the **Network Interruption** and which was incurred for the sole purpose of reducing profit lost during the **Network Restoration Period**;
 - (d) then deducting the profit before taxes which that **Company** made during the **Period of Restoration** from continuing, on a curtailed basis, business activities as described in (b) above;
 - (e) then deducting that amount of profit before taxes lost during the **Network Restoration Period** which that **Company** is able to recover from any source other than this policy and which is not already deducted under (d) above; and
 - (f) then deducting the amount by which that **Company** could have reduced the profit before taxes lost during the **Network Restoration Period** by taking reasonable measures which that **Company** failed to take,

(but:

 - the amount of cost added into this calculation under (b) and (c) immediately above shall be limited to an amount equal to 10% of the amount specified in Item 1 of the Network Interruption Schedule; and
 - this calculation shall not include any costs or lost profit attributable to **Patent or Trade Secret Damage** or to **Regulatory or Third Party Cost**); and
- (ii) the fees and expenses of the **Investigating Accountants** for determining a **Company's** loss of business income in accordance with (i) immediately above.

Network Restoration Period means the period of time starting that amount of hours after commencement of a **Network Interruption** as is specified in Item 2 of the Network Interruption Schedule and ending on the earlier of:

- (i) the date when the **Network Interruption** ends; and
- (ii) the date which is 10 days after commencement of the **Network Interruption**.

Patent or Trade Secret Damage means:

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- (i) infringement of a patent;
 - (ii) loss of rights to secure registration of a patent; or
 - (i) misappropriation of a trade secret.

Regulatory or Third Party Cost means:

- (i) fines or penalties imposed upon a **Company**;
 - (ii) costs incurred by a **Company** in connection with any actual or potential regulatory investigation;
 - (iii) liability of a **Company** to a third party; or
 - (ii) costs of defending against a claim by a third party.
6. Section 3.1, Limits of Liability Other Than for Death or Disability Benefit, is amended by adding the following:
- For each single **Network Interruption**, the maximum amount the **Insurer** shall reimburse for **Network Interruption Loss** under the Network Interruption Insurance Cover is the amount specified in Item 1 of the Network Interruption Schedule.
7. Section 4.9, Cover for Subsidiaries and Their Insured Persons, is amended by adding the following:
- For these purposes, a **Network Interruption** is deemed to commence at the same time as the **Cyber Extortion** for which the **Network Interruption** is perpetrated.
8. Section 4, Conditions, is amended by adding the following:
- Work to Calculate Network Interruption Loss** – With regard to a claim for **Network Interruption Loss**, the **Insureds** shall provide the **Investigating Accountants** with all necessary cooperation, information and evidence to enable the **Investigating Accountants** to prepare as soon as reasonably practicable a statement of **Network Interruption Loss**. The statement shall be prepared using standard accountancy procedures, which sets out in detail how the **Network Interruption Loss** has been calculated and what assumptions have been made.