Marine Cyber and Blackout Exclusion

(Cyber-/Blackout-Clause)

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 48 hours, are invariably excluded from insurance cover irrespective of contributory causes.

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