

INDICATIVE POLICY WORDING

Policy Num	nber:				
Issuing Off	ice:				
	P	PREAMBLE			
out the detail	/Policy Holder has applied to the Insurance which the Insurance as relied on the information and statem.	d/ Policyholder has	requeste	ed. When drawin	g up this Policy
Insured on 1	payment of the premium shown in thappening of covered event during as become payable under the Policythis Policy.	the Policy Period a	s stated	in Schedule, up	on which one or
SCHEDULE	E OF THE POLICY				
1. Deta	nils of Policy Holder/ Insured				
a. N	Name:				
b. N	Mailing Address:				
2. Polic	cy coverage				
Po	licy Period:				
	Start Date and Hour:				
	End date and Hour:				
4. Limi all Ir	ritorial Scope: World Wide its and Sublimits of liability: Aggramsured(s) under all insurance covers hased):	=			
Da	ta Administrative Investigations:				
	ta Administrative Fines:				
Pro	o-active Forensic Services:				
Re	pair of the Company's Reputation	:			
	pair of the Individual's Reputation				
	storing, recreating, or recollecting				
Fines	Retention shall apply to any of the sus as specified in item 7 of the Schedu coactive Date(DD/MM/YYYY):		above, ex	cept for Data A	— dministration



6. Optional Extensions and Sublimits

S. No	Extension	Y/N	Sublimit
1	Multimedia Liability		
2	Cyber/ Privacy Extortion		
3	Network Interruption		

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7.	KATAT	ntian
<i>'</i> •	Reter	

Basic Premium

8. Premium Details

General Policy Retention		
Data Administrative Fines	10% with minimum Retention	
Data Aummistrative Fines	10% with of Rs X	
Notification to Data Subjects and		
Monitoring		
Network Interruption	X Waiting Period Hours	

Extension Premium	(Rs.)
Total Premium	(Rs.)
Less: Discount if any	(Rs.)
Net Premium	(Rs.)
Add: Service Tax* and Education CESS (as applicable) Total Amount	(Rs.) (Rs.)
* Service Tax is subject to change as per change in Tax	Laws
Note: In the event of dishonour of cheque, this police inception, irrespective of whether a separate comm	•
<u>In witness</u>	
For and On Behalf of Universal Sompo Gener	ral Insurance Company Limited
	Authorised Signatory
Agency Details	
Agency Code:	
Agency Name:	
Contact Number:	



DEFINITIONS

For the purposes of this Policy and endorsements, if any, the terms mentioned below shall have the meaning set forth:

Where the context so requires, references to the singular shall also include references to the plural and references to any gender shall include references to all genders.

1) Asset

Means any item or element of hardware, software or equipment that is or may be used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying and / or transmitting electronic data of any type (including voice).

2) Breach Notice Law

Means any **Information Technology Act, 2000 (As Amended)** and its related legislation that creates a legal obligation to give notice in respect of an actual or potential breach.

3) Claim

Means the receipt by or service upon the **Insured** of:

- i) an Enforcement Notice;
- ii) a written demand seeking a legal remedy;
- iii)a demand or notification of civil, Regulatory, administrative or criminal proceedings seeking legal remedy, compliance or other sanction; or
- iv) a written demand by a **Regulator** in connection with a **Regulatory Investigation** (in respect of Insurance cover B (Administrative Obligations) only).

Claim shall not include any (i) Data Subject Access Request; or (ii) allegation brought by or on behalf of any director, partner, principal, chief compliance officer, Data Protection Officer or General Counsel of the Company.

4) Company

Means the Policyholder and any of its Subsidiaries

5) Computer System

Means information technology and communications systems, networks, services and solutions (including all **Assets**) that either

- i) form part of such systems and networks, or
- ii) are used in the provision of such services and solutions which are leased or made available to or accessible by the **Company** or which are provided to the **Company's** exclusive and secure usage for the purpose of its business.

6) Corporate Information

Means

any confidential information, which is the exclusive intellectual property of a **Third Party** including but not limited to budgets, customer lists, marketing plans and other information the release of which would be advantageous to a competitor and which is otherwise not available to such competitors;



- ii) any information which is confidential or which is subject to legal professional privilege to which a **Third Party** is entitled, including but not limited to any confidential information supplied to a solicitor, accountant or other professional advisor in the course of his or her professional duties, which is otherwise not in the public domain; or
- iii) any information which is lawfully disclosed to the **Company** and which is lawfully received by the **Company** in circumstances which impose a legal obligation to keep the information confidential or which is provided to the **Company** pursuant to a written confidentiality agreement and which has been lawfully collected and maintained by or on behalf of the **Company**.

7) <u>Damages</u>

Means:

- i) any amount that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments or arbitral awards rendered against an **Insured**;
- ii) monies payable by an **Insured** to a **Third Party** pursuant to a **Settlement Agreement** negotiated by the **Company** and which is approved by the **Insurer**, pursuant to an act, error or omission on the part of an **Insured**.

Damages shall not mean and this policy shall not cover any: (i) non-compensatory Damages, including punitive, multiple, exemplary or liquidated Damages; (ii) fines or penalties; (iii) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; (iv) costs or other amounts that the **Insured** are responsible for under any service agreement; or (v) discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the **Insured's** customers or clients.

8) Data Administrative Fines

Means any lawfully insurable fines and penalties which are adjudicated by a **Regulator** to be payable by an **Insured** for a breach of **Information Technology Act 2000** and its related legislation.

Data Administrative Fines shall not include any other type of civil or criminal fines and penalties.

9) Extortion Loss

Means any

- i) Monies paid by an **Insured** with the **Insurer's** prior written consent to prevent or end an **Extortion Threat**; or
- ii) **Professional Fees** for independent advisors to conduct an Investigation to determine the cause of an **Extortion Threat**

10) Extortion Threat

Means any threat or connected series of threats, for the purpose of demanding monies, communicated to the Insured to prevent or end a **Security Threat.**



11) Information Technology Act 2000

Means the Information Technology Act 2000 (India) and any subsequent legislation that alters, repeals or replaces such Act and any and all other equivalent laws and regulations relating to the regulation and enforcement of data protection and privacy in the country.

This Act shall be read in line with Indian Contract Act, 1872, Indian Copyright Act, 1957, Indian Telegraph Act 1885, Credit Information Companies (Regulations) Act 2005, Specific Relief Act 1963, Consumer Protection Act 1986, Patent Act, Trademark Act, Indian Penal Code 1860 and any other such related acts within purview of the Constitution of India particularly in respect of protection of proprietary and confidentially rights of a person.

12) Data Protection Officer

Means an employee who is designated by the **Company** as the person responsible to implement, monitor, supervise, report upon and disclose the **Company's** Regulatory compliance standards with respect to data collection, data processing and delegation of data processing.

13) Data Subject

Means any natural person whose **Personal Information** has been collected or processed by or on behalf of the **Company**, **directly** or **indirectly**.

14) Data Subject Access Request

Means a written request from a **Data Subject** to the **Company** regarding the mandatory production of:

- i) **Personal Information** held which identifies such individual person;
- ii) the reason such **Personal Information** has been collected or processed:
- iii)the recipients or classes of recipients to whom such **Personal Information** has been or may be disclosed; and
- iv) the source of such **Personal Information**.

15) Defence Costs

Means reasonable and necessary legal fees, costs and expenses which the **Insured** incurs, with the prior written consent of the **Insurer**, in relation to the Investigation, response, defence, appeal and/or settlement of a **Claim** made against the **Insured**.

Defence Costs shall not mean any internal costs of the **Insured** (e.g., wages, salaries or other remuneration).

16) Enforcement Notice

Means a notice from a Regulator requiring the Company to:

- i) confirm compliance with the applicable Information Technology Act, 2000 and its amendments and any other related laws protecting an individual's privacy rights.;
- ii) take specific measures to comply with the applicable Information Technology Act 2000 and its related legislation; or
- iii) refrain from processing any specified Personal Information or Third Party Data; within a specified time period.



17) Information Commissioner

Means an Information Commissioner of the Information Commissioner's office (India) or position that replaces such a role under laws and regulations relating to the regulation and enforcement of data protection and privacy and any equivalent position in any other jurisdiction.

18) Insured

Means

- i) The Company,
- ii) Any natural person who is or has been a director, principal, partner or officer (including but not limited to any chief compliance officer, **Data Protection Officer** or General Counsel) of the **Company** to the extent such person is acting in such capacity;
- iii) Any employee of the **Company**; and any estates or legal representatives of any **Insured** described in (i), (ii) and (iii) of this Definition to the extent that a Claim is brought against them in respect of an act, error or omission of such **Insured**.

19) Insurer

Means "Universal Sompo General Insurance Company Limited"

20) Limit of Liability

Means the amount specified in item 4 of the Schedule.

21) Loss

Means:

- i) Damages, Defence Costs, Professional Fees, Data Administrative Fines; and
- ii) Extortion Loss (if purchased) and Network Loss (if purchased).

Loss shall not mean any compensation, internal or overhead expenses of any **Insured** or the cost of any **Insured**'s time.

22) Material Interruption

Means any Material Interruption in, or suspension of, the service provided by the **Computer System** directly caused by a **Security Failure**

23) Multimedia Activities

Means the publication or broadcast of any digital media content.

24) Network Loss

Means the reduction in net profit earned by the **Company** in the period from the expiration of the **Waiting Hours Period** until service is restored (but in any event no later than 120 days after the commencement of the **Material Interruption**) that, but for the **Material Interruption**, the **Company** would have earned (and which is attributable to a Loss of revenue) before payment of income taxes and after accounting for savings and reasonable mitigation.



Network Loss in this context excludes Losses arising from **Claims** made by **Third Parties** for whatever reason but not a reduction in revenue by virtue of a contractual reduction in payments for the service or service credits paid by the **Insured**.

25) Newsworthy Event

Means the actual or threatened public communication or reporting in any media which arises directly out of an actual or potential or alleged breach of **Information Technology Act 2000** or its related legislation or a **Qualifying Breach of Data Security** which is likely to bring the **Company** into disrepute or tarnish its reputation and damage its goodwill amongst the community of people or businesses who are its customers or suppliers or with whom the **Company** habitually deals with in the course of its business.

26) Outsourcer

Means a natural person or entity which collects or processes **Personal Information** or **Corporate Information** on behalf of the **Company**, whether based on an express contractual agreement or under a legal requirement.

27) Personal Information

Means any private information concerning a **Data Subject** which has been lawfully collected and maintained by or on behalf of the **Company**.

28) Professional Fees

Means the reasonable and necessary fees, costs and expenses of experts engaged by the **Insured** in accordance with the terms of this policy and with the prior written consent of the **Insurer**.

29) Policyholder

Means the entity specified as such in item 1 of the Schedule.

30) Qualifying Breach of Corporate Information

Means the accidental or negligent disclosure of **Corporate Information** by an **Insured** for which the **Company** is responsible.

31) Qualifying Breach of Data Security

Means the unauthorised access by a **Third Party** to the **Company's Computer System** or use or access of the **Company's Computer System** outside of the scope of the authority granted by the **Company**.

32) Qualifying Breach of Personal Information

Means unauthorised disclosure or transmission by an **Insured** of **Personal Information** for which the **Company** is responsible as either a Data Processor or a Data Controller as defined under any applicable **Information Technology Act 2000** and its related legislation.



33) Regulator

Means an **Information Commissioner** or any statutory body established by Government of India which is authorised to enforce statutory obligations in relation to the processing or control of **Personal Information** (or where relevant, **Corporate Information**).

34) Regulatory Investigation

Means any formal or official action, Investigation, inquiry or audit by a **Regulator** against an Insured arising out of the use or alleged misuse of **Personal Information** or any aspects of the control or processing of **Personal Information** or delegation of data processing to an **Outsourcer** which is regulated by **Data Protection Legislation**, but shall not include any industry-wide, non-firm specific, inquiry or action.

35) Retention

Means the amounts specified as such in item 7 of the Schedule.

36) Retroactive Date

Means the date specified as such in item 5 of the Schedule.

37) Security Failure

Means a failure or intrusion of the **Computer System**, including, **without** limitation, that which results in or fails to mitigate any unauthorised access, unauthorised use, denial of service attack or receipt or transmission of a malicious code. **Security Failure** includes any such failure or intrusion resulting from the theft of a password or network access code from a **Company's** premises, a **Computer System**, or an officer, director or employee of a **Company** by non-electronic means in direct violation of a **Company's** specific written security policies or procedures.

38) Security Threat

Means any threat to the **Computer System** that may result in an actual or alleged **Qualifying Breach of Data Security** causing financial harm to the **Company**.

39) Settlement Agreement

Means any agreement made by the **Company** (with the prior written consent of the **Insurer**) with a **Third Party**, in order to set aside permanently any potential or actual litigious matter or disagreement between the **Insured** and a **Third Party**.

40) Subsidiary

Means any entity in which the **Policyholder**, either directly or indirectly through one or more of its other entities:

- i) controls the composition of the board of directors;
- ii) controls more than half of the voting power; or
- iii) holds more than half of the issued share or equity capital. For any **Subsidiary** or any **Insured** thereof, cover under this policy shall only apply to a breach of **Information Technology Act 2000** and its related legislation or an act, error, or omission resulting in a



Qualifying Breach of Data Security committed while such entity is a Subsidiary of the Policyholder.

41) Third Party

Means any natural person or entity who deals at arm's length with the **Insured** and which neither controls or is controlled by the **Insured** and which is not:

- i) an Insured; or
- ii) any other natural person or entity having a significant financial investment or executive role in the operation or management of the **Company**;
- iii)any person or entity who can by virtue of any legal, equitable or commercial right or interest control or influence the board of directors or the management of the **Company** or which can be influenced or controlled by the **Company** in a similar manner.

42) Third Party Data

Means:

i) Corporate Information;

- ii) any private information concerning a natural person, which has been lawfully collected and maintained by or on behalf of a **Third Party**;
- iii) any other information of a commercial, business or operational nature belonging to a **Third Party**, and which is held by the **Company** under a contractual obligation between the **Company** and a **Third Party** in the course of provision of services.

43) Waiting Hours Period

Means the number of hours set forth in item 7 of the Schedule **that** must elapse once a **Material Interruption** has begun before a **Network Loss** can begin to be incurred.



SCOPE OF POLICY

In consideration of the payment of the annual premium and subject to all of the provisions of this policy the **Insurer** and the **Policyholder** agree as follows: Cover under this policy is written specifically on a primary basis and applies only to acts, errors or omissions of an Insured committed after the **Retroactive Date**. All **Claims**, **Qualifying Breaches of Data Security**, Breaches of **Data Protection Legislation**, **Newsworthy Events**, **Extortion Threats** or **Material Interruptions** must occur or be notified within the Policy Period and be notified to the **Insurer** in accordance with the conditions of this policy.

1. Data Liability

1.1 Loss of Personal Information:

The Insurer will pay to or on behalf of any Insured all Damages and Defence Costs which arise out of a Claim by a Data Subject against the Insured in respect of an actual or alleged Qualifying Breach of Personal Information.

1.2 Loss of Corporate Information

The Insurer will pay to or on behalf of any Insured all Damages and Defence Costs which arise out of a Claim by a Third Party against the Insured in respect of an actual or alleged Qualifying Breach of Corporate Information.

1.3 Outsourcing

The **Insurer** will pay to or on behalf of any **Company** all **Damages and Defence Costs** which arise out of a **Claim** by a **Third Party** against an **Outsourcer** (where the Company has a contractual duty to indemnify) and which arises from any actual or alleged breach of duty by the **Outsourcer** in regards to the processing of **Personal Information** and/or **Corporate Information** on behalf of the **Company**(for which the **Company** is liable).

1.4 Network Security

The **Insurer** will pay to or on behalf of any **Insured** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Third Party** against the **Insured** which is caused by any act, error or omission by the Insured resulting in:

- i. The introduction of any unauthorized software, computer code or virus to **Third Party Data** on the **Company**'s **Computer System** which is specifically designed to disrupt the operation of or corrupt or damage any software or data recorded on the **Company**'s **Computer System**;
- ii. the denial of access to an authorised **Third Party** to its Data; (iii) the wrongful appropriation of a network access code from the Company;
- iii. the destruction, modification, corruption, damage or deletion of **Third Party Data** stored on any **Computer System**;
- iv. the physical theft of the Company's Assets by a Third Party, or its physical Loss; or
- v. the disclosure of **Third Party Data** by an employee of the **Company**.

2. Administrative Obligations

2.1 Data Administrative Investigation

The Insurer will pay to or on behalf of any Insured all Professional Fees (not to exceed the Sublimit stated in item 4 of the Schedule) for legal advice and representation in connection with any Regulatory Investigation.

2.2 Data Administrative Fines

The **Insurer** will pay to or on behalf of any **Insured** all **Data Administrative Fines** (not to exceed the Sublimit stated in item 4 of the Schedule) that the **Insured** is legally obligated to pay upon the conclusion of a **Regulatory Investigation** arising out of a breach of **Information Technology Act 2000 and its related legislation.**

3. Reputation and Response Costs

3.1 Pro-active Forensic Services

The **Insurer** will pay to or on behalf of any **Company** all **Professional Fees** (not to exceed the **Sublimit** in item 4 of the Schedule) of forensic cyber risk specialists for the purpose of substantiating whether a **Qualifying Breach of Data Security** has occurred/is occurring and identifying the cause of the breach and for making recommendations as to how this may be prevented or mitigated.

Such **Professional Fees** can only be incurred from the date of notification to the **Insurer** in accordance with clause 5.1.

3.2 Repair of the Company's Reputation

The **Insurer** will pay to or on behalf of any **Company** all **Professional Fees** (not to exceed the **Sublimit** stated in item 4 of the Schedule) of independent advisors (including, but not limited to, legal advice concerning media strategy, crisis consulting and independent public relations services) for the management of any action reasonably required to prevent or mitigate the potential adverse effect of a **Newsworthy Event** including the design and management of a communications strategy.

Such **Professional Fees** can only be incurred from the date of notification to the **Insurer** in accordance with clause 5.1 to the date falling 185 days after such notification.

3.3 Repair of the Individual Reputation

The **Insurer** will pay to or on behalf of any director, chief compliance officer, **Data Protection Officer** or General Counsel of a Company all **Professional Fees** (not to exceed the Sublimit stated in item 4 of the Schedule) for advice and support from an independent public relations consultant, in order to mitigate or prevent damage to their individual (personal and professional) reputation due to an actual or alleged **Qualifying Breach of Data Security** or breach of **Information Technology Act 2000.**

Such **Professional Fees** can only be incurred from the date of notification to the Insurer in accordance with clause 5.1 to the date falling 185 days after such notification.

3.4 Notification to Data Subjects

The **Insurer** will pay to or behalf of the **Insured** all **Professional Fees** (not to exceed the Sublimit stated in item 4 of the Schedule) in relation to the **Investigation**, collation of information, preparation for and notification to **Data Subjects** and/or any relevant **Regulator** of any alleged or actual **Qualifying Breach of Data Security** or breach of **Information Technology Act 2000** and its related legislation.

3.5 Monitoring

The **Insurer** will pay to or on behalf of the **Company** all **Professional Fees** (not to exceed the **Sublimit** stated in item 4 of the Schedule) for credit monitoring services for possible misuse of any **Personal Information** as a result of an actual or alleged **Qualifying Breach of Data Security** or breach of **Information Technology Act 2000** and its related legislation.

3.6 Electronic Data

The **Insurer** will pay to or on behalf of the **Company** all **Professional Fees** (not to exceed the **Sublimit** stated in item 4 of the Schedule) to:

- i) determine whether **Data** held by the **Company** on behalf of a **Third Party** can or cannot be restored, recollected, or recreated; and
- ii) recreate or recollect **Data** held by the **Company** on behalf of a **Third Party** where backup systems fail to capture such **Third Party Data** or it is corrupted or lost because of a technical failure or because of the negligence or default of an operator or other person lawfully charged with that responsibility.

4. OPTIONAL EXTENSIONS

Optional Extensions are subject to the terms, conditions, definitions and exclusions of this policy and the additional terms, conditions, definitions and exclusions in this section.

4. 1 Multimedia Liability

In consideration of the additional premium paid, the Insurer will pay to or on behalf of any Company all Damages and Defence Costs (not to exceed the Sublimit stated in item 6 of the Schedule) which arise out of a Claim by a Third Party against the Company solely in the performance of or failure to perform Multimedia Activities arising from the following alleged or actual wrongful acts:

- i) defamation, including but not limited to libel, slander, or disparagement of trade reputation or the character of any person or organization, or infliction of emotional distress or mental anguish arising from the foregoing;
- ii) unintentional infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark, service name or domain name, whether by deep-linking or framing or otherwise;
- iii) plagiarism, piracy or misappropriation or theft of ideas or information;
- iv) invasion, infringement or interference with rights of privacy or publicity, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;



- v) unfair competition, but only if alleged in conjunction with any of the acts listed in (i) (iv) above; or
- vi) liability arising out of the Insured's negligence in respect of any digital media content.

4.2 Cyber/ Privacy Extortion

In consideration of the additional premium paid, the **Insurer** will pay to or on behalf of the **Insured** all **Extortion Loss** (not to exceed the Sublimit stated in item 6 of the Schedule) that an **Insured** incurs solely as a result of an **Extortion Threat**.

Specific Conditions

The Insured shall use its best efforts at all times to ensure that knowledge regarding the existence of the insurance for Extortion Loss afforded by this policy is kept confidential. If the existence of insurance for Extortion Loss provided by this policy enters into the public domain or is revealed to a person presenting a Security Threat through no fault of the Insurer, the Insurer may terminate the insurance provided by this policy for Extortion Loss with immediate effect from the date this knowledge enters into the public domain or is revealed to any person presenting a **Security Threat**.

The **Insured** shall allow the **Insurer** (or the **Insurer**'s nominated representatives) to notify the police or other responsible law enforcement authorities of any **Extortion Threat.**

4.3 Network Interruption Insurance

In consideration of the additional premium paid, the **Insurer** will pay to the **Company** any **Network Loss** (not to exceed the Sublimit stated in item 6 of the Schedule) in respect of a **Material Interruption** that an **Insured** incurs after the **Waiting Hours Period** has expired and solely as a result of a **Security Failure**.

Specific Conditions

A. Notice of Claim

In addition to the requirements to give notice under this policy, and before coverage will apply, each **Insured** must also:

- i) complete and sign a written, detailed and affirmed proof of Loss within fifteen 15 days after the discovery of any **Network Loss** (unless this period is otherwise extended in writing by the **Insurer**) which will detail a full description of the **Network Loss** and the circumstances of such **Network Loss**. The written proof should also include a detailed calculation of any **Network Loss** and all underlying documents and materials that reasonably relate to or form a part of the basis of the proof of the **Network Loss**;
- ii) upon the Insurer's request, submit to an examination; and
- iii)waive professional privilege and shall provide the **Insurer** on an ongoing basis with any cooperation and assistance that the **Insurer** may request, including assisting the **Insurer** in:
- a) any Investigation of a Security Failure or Network Loss;
- b) enforcing any legal rights the **Company** or the **Insurer** may have against anyone who may be liable to an **Insured** for a **Security Failure**;
- c) executing any documents that the **Insurer** deems necessary to secure its rights under this policy; and



d) any calculation or appraisal conducted by or on behalf of the **Insurer** pursuant to this **Network Interruption** Extension.

After:

- 1) the presentation of the satisfactory written proof of **Network Loss** as provided for in (i), (ii), and (iii) above by the **Insured**; and
- 2) the subsequent written acceptance thereof by the **Insurer**, all adjusted Claims shall become due and payable.

The costs and expenses of establishing or proving an **Insured's** Loss under this **Network Interruption** Extension, including, without limitation, those associated with preparing the proof of Loss, shall be the obligation of the **Insured** and not covered under this policy.

B. Net Profit Calculations

In determining the **Network Loss** for the purpose of ascertaining the amount payable under this **Network** Interruption Extension, due consideration shall be given to the prior experience of the **Company's** business before the beginning of the **Security Failure** and to the probable business an **Insured** could have performed had no **Security Failure** occurred. **Network Loss** calculations shall not include, and this policy shall not cover, net income that would likely have been earned as a result of an increase in volume of business due to favourable business conditions caused by the impact of security failures on other businesses. Calculations shall be on an hourly basis and based on such an **Insured's** actual net profit Loss caused by a reduction in revenue or increase in charges and expenses directly attributable to the **Material Interruption**

C. Appraisal

If the **Company** and the **Insurer** disagree on the extent of **Network Loss**, either may make a written demand for an appraisal of such **Network Loss**. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an expert who has not less than ten (10) years' standing and who is a partner in a major international accounting firm, experienced in assessing Loss. Each appraiser will separately state the extent of **Network Loss**. If they fail to agree, they will submit their differences to the expert. Any decision by the expert will be final and binding.

The Company and the Insurer will

- i) pay their own respective chosen appraiser and
- ii) bear the expenses of the expert equally.

Any appraisal of **Network Loss** shall be calculated in accordance with all terms, conditions and exclusions of this policy.

5. CLAIMS

5.1 Notification of Claims

If, during the **Policy Period**, any **Insured** becomes aware of any fact, circumstance, **Qualifying Breach of Data Security**, breach of **Information Technology Act (2000)** and its related legislation, **Newsworthy Event**, **Extortion Threat** or **Material Interruption** that an informed person operating within the same type of business as the **Company** would reasonably

believe is likely to give rise at a later date to a **Claim**, the **Insured** shall promptly inform the **Insurer** about those circumstances. Such notification must be presented in chronological order and must detail the facts or matters which have or may give rise to a **Claim** which should include at a minimum the following information:

- ⇒ the nature and circumstances of the facts;
- ⇒alleged, supposed or potential breach;
- ⇒date, time and place of the alleged, supposed or potential breach;
- ⇒ the identity of the potential Claimants and all other potentially involved persons and/or entities;
- ⇒estimate of possible Loss;
- ⇒ the potential media or Regulatory consequences.

All notifications relating to Claims, circumstances, Qualifying Breaches of Data Security, breaches of Information Technology Act 2000 and its related legislation, Newsworthy Events, Extortion Threats or Material Interruptions must be in writing and sent by e-mail, fax or post to within a period of 30 days to:

Universal Sompo General Insurance Co. Ltd.

Express IT Park, Plot No. EL - 94, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai-400710 Toll Free Numbers: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 1024030 or 1 - 800 - 2004030

Landline Numbers: (022) - 27639800 or (022) - 41582900 or (022) - 41582999 or (022) - 39133700 (Local Charges Apply)

E-mail Address: contactus@universalsompo.com. Fax Numbers: (022) 41582929 or (022) 41582939

5.2 Related Claims

If notice of a Claim, circumstance, Qualifying Breach of Data Security, breach of Information Technology Act 2000 and its related legislation, Newsworthy Event, Extortion Threat or Material Interruption is given to the Insurer pursuant to the terms and conditions of this policy, then:

(i) any subsequent Claim, circumstance, Qualifying Breach of

Data Security, breach of Information Technology Act 2000 and its related legislation, Newsworthy Event, Extortion Threat or Material Interruption alleging, arising out of, based upon or attributable to the facts alleged in that previously notified Claim, circumstance, Qualifying Breach of Data Security, breach of Information Technology Act 2000 and its related legislation, Newsworthy Event, Extortion Threat or Material Interruption; and any subsequent Claim, circumstance, Qualifying Breach of Data Security, breach of Information Technology Act 2000 and its related legislation, Newsworthy Event, Extortion Threat or Material Interruption alleging any Loss which is the same as or related to any Loss alleged in that previously notified Claim, circumstance, Qualifying Breach of Data Security, Data Protection Legislation, Newsworthy Event, Extortion Threat or Material Interruption, shall be considered made against the Insured and reported to the Insurer at the time notice was first given.



Any Claim, circumstance, Qualifying Breach of Data Security, breach of Information Technology Act 2000 and its related legislation, Newsworthy Event, Extortion Threat or Material Interruption arising out of, based upon or attributable to:

- (i) the same cause; or
- (ii) a single **Loss**; or
- (iii) a series of continuous, repeated or related **Losses**;

shall be considered a single Claim, circumstance, Qualifying Breach of Data Security, breach of Information Technology Act 2000 and its related legislation, Newsworthy Event, Extortion Threat or Material Interruption for the purposes of this policy.

5.3 Fraudulent Claims

If any **Insured** shall give any notice or **Claim** cover for any **Loss** under this policy knowing such notice or **Claim** to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the policy, and the **Insurer** shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for **Loss** under the policy shall be forfeited and all premium deemed fully earned and non-refundable.

6. DEFENCE AND SETTLEMENT

6.1 Defence

The **Insurer** does not assume any duty to defend, and the **Insured** must defend and contest any **Claim** made against it unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any **Claim**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer**.

The **Insured** must render all reasonable assistance to the **Insurer** and take all reasonable measures to mitigate or avoid the **Loss** or to determine the **Insurer**'s liability under the policy.

6.2 Insurer's Consent

As a condition precedent to cover under this policy, no **Insured** shall admit or assume any liability, enter into any Settlement Agreement, consent to any judgment, or incur any **Defence Costs** or **Professional Fees** without the prior written consent of the **Insurer**. Only those settlements, judgments and **Defence Costs** or **Professional Fees** consented to by the **Insurer**, and judgments resulting from **Claims** defended in accordance with this policy, shall be recoverable as **Loss** under this policy. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to exercise all of its rights under the policy. Compliance with a **Breach Notice Law** will not be considered as an admission of liability for the purposes of this clause.

6.3 Insured's Consent

The **Insurer** may make any settlement of any **Claim** it deems expedient with respect to any **Insured**, subject to such **Insured's** written consent (which shall not be unreasonably withheld or

denied). If any **Insured** withholds consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the **Insurer** could have settled such **Claim**, plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**, less coinsurance (if any) and the applicable **Retention**.

6.4 Subrogation and Recovery

If the **Insurer** makes any payment under this policy, it shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery and shall be entitled to pursue and enforce such rights in the **Insured's** name, even if the **Insured** is compensated for such **Loss**.

Subrogation against employees (including directors, officers, partners or principals) of the **Company** shall be limited to cases where such employees have been found guilty of an intentional, fraudulent or criminal act by any court or government entity.

The **Insured shall** provide the **Insurer** with all reasonable assistance and shall do everything that may be necessary to secure any rights including the execution of documents necessary for the **Insurer** to bring suit in the **Insured's** name. Any amount recovered in excess of the **Insurer's** total payment shall be restored to the **Insured** less the recovery cost.

7. LIMIT OF LIABILITY AND RETENTION

7.1 Limit of Liability

The total amount payable by the **Insurer** under this policy shall not exceed the **Limit of Liability**. Sub-limits of Liability, Extensions, **Professional Fees** and **Defence Costs** are part of that amount and are not payable in addition to the **Limit of Liability**. The inclusion of more than one **Insured** under this policy does not operate to increase the total amount payable by the **Insurer** under this policy.

In the event that another insurance is provided by the **Insurer** or any member Company or affiliate of the **Insurer**, then the maximum amount payable by the **Insurer** under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable **Limit of Liability**. Nothing contained herein shall be construed to increase the **Limit of Liability** of this policy. To the extent that another insurance policy imposes upon the **Insurer** a duty to defend a Claim, Defence Costs arising out of such a Claim shall not be covered under this policy.

7.2 Retention

With respect to all Claims or Qualifying Breaches of Data Security, breaches of Information Technology Act 2000 and its related legislation, Material Interruptions or Extortion Threats, the Insured will only pay that amount of any Loss which is in excess of the Retention specified in item 7 of the Schedule. The Retention amount is to be borne by the Company and shall remain uninsured. A single Retention shall apply to Loss arising from Claims, Qualifying Breaches of Data Security, breaches of Information Technology Act 2000 and its related legislation, Material Interruptions or Extortion Threats which are considered related Claims, Qualifying Breaches of Data Security, breaches of Information Technology Act 2000 and its related legislation, Material Interruptions or Extortion Threats pursuant to 5.2 "Related Claims".

In the event that a Claim, Qualifying Breach of Data Security, breach of Data Protection Legislation, Material Interruption or Extortion Threat triggers more than one of the Retention amounts, then, as to that Claim, breach of Information Technology Act 2000 and its related legislation, Qualifying Breach of Data Security, Material Interruption or Extortion Threat the highest of such Retention amounts shall be deemed the Retention applicable to Loss (to which a Retention is applicable pursuant to the terms of this policy) arising from such Claim, breach of Data Protection Legislation Qualifying Breach of Data Security, Material Interruption or Extortion Threat.

8. EXCLUSIONS UNDER THE POLICY

Specific Exclusion to "Optional Extension- Multimedia Liability"

1. Product Descriptions

This Extension shall not cover **Loss** arising out of, based upon or attributable to the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services and any cost guarantees, cost representations, or contract price estimates, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality or performance standards.

2. Financial Data

This Extension shall not cover **Loss** arising out of, based upon or attributable to errors made in any financial data that the **Company** publicises including, but not limited to, the **Company**'s annual report and accounts and any communications to the stock market.

Specific Exclusions "Optional Extension- Cyber/ Privacy Extortion"

1. Government Entity or Public Authority

This Extension shall not cover any Extortion Loss arising out of, based upon or attributable to any Extortion Threat made by any government entity or public authority.

Specific Exclusions "Optional Extension- Network Interruption"

1. Government Entity or Public Authority

This Extension shall not cover any **Network Loss** arising out of, based upon or attributable to any seizure, confiscation, nationalisation, or destruction of a **Computer System** by order of any government entity or public authority.

2. Specific Network Interruption Conditions

This Extension shall not cover any **Network Loss** arising out of, based upon or attributable to any:

- i) network or systems interruption caused by Loss of communications with a **Third Party** Computer System, resulting in the inability of the **Company** to communicate with those systems;
- ii) legal costs or legal expenses of any type;
- iii) updating, upgrading, enhancing or replacing any **Computer System** to a level beyond that which existed prior to sustaining **Network Loss**;
- iv) unfavorable business conditions; or
- v) the removal of software program errors or vulnerabilities.

General Exclusions under the Policy

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

8.1 Antitrust

Any actual or alleged antitrust violation, restraint of trade or unfair competition. This exclusion shall not apply to clause (v) of 4.1 MultiMedia Liability if purchased;

8.2 Bodily Injury and Property Damage

Any:

- i) physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury, other than mental anguish or mental injury arising from any breach of **Information Technology Act, 2000 (As Amended)** and its related legislation by the **Company**; or
- ii) Loss or destruction of tangible property, other than **Third Party Data**, or Loss of use thereof, or the physical theft or Loss of the **Company's Assets**;

8.3 Contractual Liability

Any guarantee, warranty, contractual term or liability assumed or accepted by an **Insured** under any contract or agreement (including but not limited to any service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the **Insured's** customers or clients) except to the extent such liability would have attached to the **Insured** in the absence of such contract or agreement;

8.4 Criminal Acts

Any act, error or omission which a court, tribunal, arbitrator or **Regulator** finds, or which an **Insured** admits, to be a criminal, dishonest or fraudulent act.

The **Insurer** will continue to pay on behalf of an **Insured**, **Defence Costs** under this policy until a dishonest, criminal or fraudulent act, error or omission is found by a court, tribunal, arbitrator or **Regulator** to have been committed by an **Insured**. Following such finding the **Insurer** shall be entitled to repayment of any amount paid to the **Insured** under this policy. Any recovery of such amount shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act. 1996.

8.5 Conduct

Any willful disregard or non-compliance with a ruling, direction or injunction by a court, tribunal, arbitrator or a **Regulator** within the jurisdiction and/or deliberate commission, aiding, abetting or condoning of or conniving in:

- i) a dishonest, malicious or fraudulent act; or
- ii) a criminal breach of law or regulation,

if committed by the Company's:

- a) directors, principals, partners, chief compliance officer, **Data Protection Officer** or General Counsel whether acting on their own and/or in collusion with others; or
- b) employees or **Outsourcers** acting in collusion with any of the **Company's** directors, principals, partners, chief compliance officer, **Data Protection Officer** or General Counsel.

8.6 Data Risk

Any data which is materially different in quality, sensitivity or value from that which is disclosed in any proposal, information or representation made or provided to the **Insurer** prior to the inception date;

8.7 Intellectual Property

Any infringement of patents and trade secrets or to Loss of rights to secure registration of patents due to an unauthorised disclosure.

This Exclusion 8.7 shall not apply to Insurance cover 1.2 (Loss of Corporate Information);

8.8 Intentional Acts

Any intentional, deliberate or reckless act by any natural person who is or has been a director, principal, partner or officer (including but not limited to any chief compliance officer, **Data Protection Officer** or General Counsel) of the **Company** that would reasonably be expected to give rise to a **Claim** against an **Insured**;

8.9 Licensing Fees

Any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;

8.10 Prior Claims and Circumstances

Any circumstance that, as of the inception date of this policy, may reasonably have been expected by any **Insured** to give rise to a **Claim**, or any **Claim** made or circumstance notified prior to or pending at the inception date of this policy;

8.11 Securities Claims

Any actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities;

8.12 Terrorism War

Any form of war, terrorism or riot;

8.13 Trading Loses

Any trading Losses or trading liabilities; monetary value of any electronic fund transfers or transactions by or on behalf of the **Insured** which is lost, diminished or damaged during transfer from, into or between accounts; or the face value of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount;

8.14 Unauthorised Trading

Any actual or alleged trading by the **Insured** which at the time of the trade:

- (i) is in excess of permitted financial limits, or;
- (ii) is outside permitted product lines

8.15 Unauthorised or unlawfully collected data

The unlawful or unauthorised collection by the **Company** of **Third Party Data**;

8.16 Unsolicited Materials:

Any distribution of unsolicited email, direct mail, or facsimiles, wire tapping, audio or video recording, or telemarketing;

8.17 Uninsurable Loss

Any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a **Claim** is brought or where any Insuring clause or Extension is triggered

9. GENERAL PROVISIONS

9.1 Cooperation

The **Insured** will at its own cost:

- i) Render all reasonable assistance to the **Insurer** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights;
- ii) Use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy;

give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer**'s liability under this policy.

9.2 Maintenance of Security

The Insured will take all reasonable steps to maintain data and information security procedures to no lesser standard than disclosed in the proposal form. **The Insured** will ensure that back-up systems and processes are maintained to no lesser standard than disclosed in the proposal form and that the ability to restore such data is regularly tested (at least every six (6) months).

9.3 Sanctions

The **Insurer** has no liability to make any payment and no other liability or other obligation under any provision or Extension of this Policy in respect of:

- i) Any risk located in a jurisdiction the laws or regulations of which prohibit the **Insurer** from providing, or which make it illegal for the **Insurer** to provide, insurance under this Policy; and
- ii) Any **Insured** or any beneficiary under the Policy who or which is a citizen or instrumentality of the Government of any Country against which any laws or regulations governing this Policy or the **Insurer**, its parent Company or its ultimate controlling entity have established an embargo or other form of economic sanction which prohibit the **Insurer** from providing, or which make it illegal for the **Insurer** to provide, insurance coverage for, transacting business with or otherwise offering economic benefits to the **Insured** or any other beneficiary under the policy.

No benefit or payment will be made under this policy to any **Insured** or beneficiary who is declared unable to receive an economic benefit under the laws or regulations governing this policy or the **Insurer**, its parent Company or its ultimate controlling entity.

9.4 Material change

The Insured shall immediately notify the Insurer in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation, trade or business practices thereby containing the circumstances that may give rise to the claim and the Insurer may, adjust the scope of cover and / or premium, if necessary, accordingly.

9.5 Assignment

This Policy and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.

9.6 Cancellation

By the Policyholder/ Insured

This policy may be cancelled by the Policyholder. If no Claim has been reported then, We shall retain 25% of the original premium plus the pro-rata proportion due for time on risk. Otherwise, the premium shall not be returned and shall be deemed fully earned at the inception date.

By Insurer

The Insurer may at any time, cancel this Policy on grounds of mis-representation, fraud, non-disclosure of material facts, or Your non-cooperation, by giving 15 days notice in writing by registered post/acknowledgement due post to the Insured at his last known address in which case the Insurer shall refund a pro-rata premium for the unexpired Policy Period. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

9.7 Insolvency

Insolvency, receivership or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.

9.8 Plurals, Headings and Titles

The descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this Policy, words in bold typeface have special meaning and are defined or specifically mentioned in the Schedule. Words that are not specifically defined in this policy have the meaning normally attributed to them.

9.9 Jurisdiction of Policy disputes

It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

9.10 Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referred to arbitration, as herein before provided, if the Insurer has disputed or not accepted liability under or in respect of this Policy.

9.11 Renewal

This Policy will terminate at the expiration of the period for which premium has been paid or on the Policy End Date shown in the Proposal Form and Schedule, whichever is earlier.

The Policy may be renewed with consent of the Insurer by the payment in advance of the total premium specified by them, which premium shall be at Insurer's premium rate in force at the time of renewal. The Insurer, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

9.12 Grievance or Complaint

You may register a grievance or Complaint by visiting our website or write to us on contactus@universalsompo.com. You may also contact the Branch from where You have bought the policy or the Complaints Coordinator who can be reached at Our Registered Office.

You may also contact on our - Toll Free Numbers: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 2004030 or on chargeable numbers at +91-22-27639800/+91-22-39133700.; and also send us fax at : (022) 39171419

- You can also visit our Company website and click under links Grievance Notification
- You can also send direct mail to the concerned authorities at-rajivkumar@universalsompo.com

If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of Your grievance.

The updated details are also available on: http://www.irdaindia.org/ins_ombusman.htm



The details of Insurance Ombudsman are available below:

Office of the Ombudsman	Contact Details
AHMEDABAD	2nd Floor,
	Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014.
	Tel.:- 079-27546840; Fax: 079-27546142; Email <u>ins.omb@rediffmail.com</u>
BHOPAL	Janak Vihar Complex,
	2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023.
	Tel.:- 0755-2569201; Fax: 0755-2769203; Email <u>bimalokpalbhopal@airtelmail.in</u>
BHUBANESHWAR	62, Forest Park, BHUBANESHWAR-751 009.
	Tel.:- 0674-2596455; Fax : 0674-2596429; Email <u>ioobbsr@dataone.in</u>
CHANDIGARH	S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017.
	Tel.:- 0172-2706468; Fax : 0172-2708274; Email ombchd@yahoo.co.in
CHENNAI	Fathima Akhtar Court,
	4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018.
	Tel.:- 044-24333668 /5284; Fax : 044-24333664 ;Email <u>insombud@md4.vsnl.net.in</u>
NEW DELHI	2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002.
	Tel.:- 011-23239633; Fax : 011-23230858; Email <u>iobdelraj@rediffmail.com</u>
GUWAHATI	"Jeevan Nivesh",
	5 th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM).
	Tel.:- 0361-2132204/5; Fax: 0361-2732937; Email <u>ombudsmanghy@rediffmail.com</u>
HYDERABAD	6-2-46, 1 st Floor,
	Moin Court, A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u>
	Tel: 040-65504123; Fax: 040-23376599; Email <u>insombudhyd@gmail.com</u>
ERNAKULAM	2nd Floor, CC 27/2603,
	Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015.
	Tel: 0484-2358759; Fax: 0484-2359336; Email <u>iokochi@asianetindia.com</u>
KOLKATA	North British Bldg., 29, N.S. Road, 4 th Floor, KOLKATA-700 001.
	Tel: 033-22134866; Fax: 033-22134868; Email <u>iombsbpa@bsnl.in</u>
LUCKNOW	Jeevan Bhawan, Phase-2,
	6 th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u>
	Tel: 0522 -2231331; Fax: 0522-2231310; Email <u>insombudsman@rediffmail.com</u>
MUMBAI	3rd Floor, Jeevan Seva Annexe,
	S.V. Road, Santacruz(W), MUMBAI-400 054.
	Tel: 022-26106928; Fax: 022-26106052; Email ombudsmanmumbai@gmail.com