

## Commercial Cyber Insurance – Policy UIN no. IRDAN123CP0154V01202021

### 06-01: Operation of cover

For first party cover the **insured event** must be first discovered by **you** during the **policy period** and reported to **us** during the **policy period** (or during the applicable **extended reporting period**).

Any **third party claim** must first be made against **you** during the **policy period** and reported to **us** during the **policy period** (or during the applicable **extended reporting period**).

Any circumstance of which **you** become aware and report to **us** during the **policy period** (or during the applicable **extended reporting period**) which results in a **third party claim** will be deemed to have been reported and the **third party claim** made during the **policy period**.

**Insured events** are only covered if they result from a **malicious act**, omission or **human error** having been committed after the **retroactive date** stated in the schedule.

Any **data breach** or **cyber incident** occurring on the **computer systems** of a **named service provider** with which you have a written contract in connection with **IT services** they provide to **you** will, unless otherwise stipulated or excluded, be covered as if they occurred on **your computer systems**.

Any **insured events** arising from the same original cause will be deemed to be one **insured event**, covered at the time of the first **insured event** of the series, including application of deductible and **limit of liability** at that time. This applies only for **insured events** occurring during the **policy period** and reported to **us** during the **policy period** (or during the applicable **extended reporting period**).

### 06-02: What is covered

Subject to the **retroactive date**, the applicable **limit of liability**, **deductible**, conditions and exclusions:

#### A. First party cover

##### 1. Incident response.

**We** will pay on **your** behalf any reasonable and necessary costs resulting from an actual or suspected **cyber incident**:

- a. for an **expert** to investigate and report to **you** on the **cyber incident**;
- b. to comply with applicable data protection laws (such as notifying **your regulatory authority** or **data subjects**);

- c. to operate an in-house crisis management centre (including a telephone hotline), which may be run by **employees**, who may require overtime wages for the first 30 days after an **insured event** has been reported to us.
- d. to purchase credit and identity theft monitoring services for the benefit of **data subjects** affected by a **data breach**, subject to **our** prior written consent;
- e. for an **expert** to manage and protect **your** reputation until the end of the **reputational protection period** after an **insured event**; and
- f. for **legal defence costs** incurred to respond to or defend action taken by regulatory **authorities**.

**We** will also reimburse **you** for any legally insurable administrative fines and penalties imposed by **your regulatory authority** as a direct result of a **data breach**.

- 2. **Restoration.** **We** reimburse **you** for any reasonable and necessary costs to restore **your data** and **software** after a **cyber incident**, to the closest possible condition in which they were immediately before the **cyber incident**.
- 3. **Business interruption.** **We** will pay **you** for **your loss of gross profit** and **increased cost of working** incurred during the **indemnity period** as a direct result of the total or partial unavailability of **your computer systems** or the **computer system** of a **Named Service Provider** caused by a **cyber incident** covered by this policy.
- 4. **Cyber extortion.** **We** will reimburse **you** for any **ransom you** pay (where legally permissible and subject to **our** prior written consent) and any reasonable and necessary costs to resolve **cyber extortion**. If so requested by **us**, **you** must notify any relevant law enforcement authorities of the **cyber extortion**.5. **PCI-DSS.** **We** will reimburse **you** for any monetary fines and penalties levied against **you** by a **Payment Card Brand** due to **your actual or suspected** breach of **PCI-DSS** which is directly caused by a **cyber incident**. If required by a **Payment Card Brand**, **we** will also pay on **your** behalf any reasonable and necessary costs for:
  - a. **PCI Forensic Investigator** to investigate a suspected **PCI-DSS** breach,
  - b. **PCI-DSS** recertification, or
  - c. reissuing any credit, debit or pre-funded cards due to **your** breach of **PCI-DSS**, directly caused by a **cyber incident**.

#### B. Third party claims

- 1. **Confidentiality and privacy liability.** **We** will pay any sums for which **you** are legally liable arising from a **third party claim** for a **data breach** relating to **confidential information** or **personal data** of a **third party** (including any **employee**), or for infringement of applicable data protection laws. **We** will also reimburse **your legal defence costs** incurred with **our** consent.
- 2. **Network security liability.** **We** will pay any sums for which **you** are legally liable arising from a **third party claim** for a **cyber incident** on **your computer systems** that **you** failed to prevent **and** which has caused damage, alteration, destruction or **theft of data** or a **DoS attack** on **third parties' computer systems**. **We** will also reimburse **your legal defence costs** incurred with **our** consent.

3. **Media liability.** We will pay any sums for which **you** are legally liable arising from a **third party claim** for:
4. defamation,
5. breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or
6. breach or interference of privacy rights,
7. resulting from **your online media activities**. We will also reimburse your **legal defence costs** incurred with our consent.

#### 06-03: What is not covered

We will not cover any claim by **you** under this **policy** arising directly or indirectly from the following:

1. Insured domiciled in the United States or Canada or any territories of the United States including without limitation Puerto Rico, American Samoa, Northern Mariana Islands, Guam and the US Virgin Islands;
2. **insured events** or circumstances that could reasonably lead to an **insured event** which are known by **you** or which should reasonably be known by **you** prior to the inception of this policy;
3. failure, interruption, degradation or outage of **infrastructure** or related services of the following **third party providers** that are not under **your** control: telecommunication, **internet service**, satellite, cable, electricity, gas or water providers;
4. **terrorism**; provided that this exclusion will not apply to **cyber terrorism**
5. strike, riot or civil commotion;
6. war, including acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, invasion, insurrection, rebellion, revolution or military coup; including action taken by government authority in hindering or defending against any of these;
7. discharge, dispersal, seepage, migration, release or escape of hazardous substances, contaminants or pollutants;
8. seizure, confiscation, demand, destruction or damage to **your computer system**, due to the action, requirement or order of any government, regulator, court or other body acting within its lawful authority;
9. use of illegal or unlicensed **software**;
10. fault, defect, error or omission in design, plan or specification of **your computer systems** making them unfit for purpose;
11. **your** conduct which is malicious, dishonest, deliberate or reckless. However, this exclusion shall not apply to the misconduct of an **Employee** resulting in a **Third Party Claim** against the **Insured** for a **data breach**; loss of or damage to tangible property and any consequential losses, including the loss of use of tangible property;

12. if **we** are prohibited from paying, insuring and/or providing any benefit to **you** by any legal or regulatory sanction, prohibition or restriction;
13. where **you** have failed to take reasonable steps to co-operate with, or prevent the imposition of an order, instruction or directive by **your regulatory authority** arising directly or indirectly from an **insured event**;
14. fines, punitive damages or penalties of whatever nature (save that this will not apply to **section A.1**
15. **incident and breach response** or **section A.5 – PCI-DSS**;
16. investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities;
17. scheduled downtime, planned outages or idle period of **computer systems** or parts of **computer systems**;
18. failure by **you** or a **Named service provider** to make a payment due or renew or extend any lease, contract, licence, or order to supply goods or services;
19. bodily injury, psychological harm (save that this exclusion shall not apply for mental anguish or emotional distress or disturbance to B1 - **Confidentiality and privacy liability**), trauma, illness or death;
20. misappropriation, **theft**, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to **B.1 – confidentiality and privacy liability** or **B.3 – media liability**. However, **theft**, infringement, misuse or abuse of will always remain excluded.
21. **third party claims** made by or on behalf of: any legal entity with effective control over **you**; any of **your** subsidiaries; any legal entity over which **you** or **your** subsidiaries have effective control; any person holding a majority shareholding interest over **you**; any legal entity in which **you** have a financial interest, irrespective of amount; or any partnership or joint-venture to which **you** are a party;
22. **IT services** that a **Named service provider** has subcontracted to a **third party**;
23. **contractual liability** which exceeds legal liability which would otherwise arise. This exclusion shall not apply to penalties claimed against you by a **Payment Card Brand** covered under **section A.6** ;
24. any actual or alleged inaccurate, inadequate or incomplete description of any goods or services or their price and/or any actual or alleged unfair competition practices;
25. ex gratia or discretionary settlements or gestures of goodwill for **third parties** including discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non- contractual incentives, promotions or inducements;
26. publication on any website where content can be published without registration, or any website or content that is not directly controlled by **you**;

27. failure to remove website or webpage **data** controlled by **you** after receiving a complaint or request from a **third party**;
28. any costs of betterment of **your computer system** beyond the state existing prior to the **insured event** unless unavoidable;
29. liability arising out of negligent advice, design, specifications, formula or rendering of any other professional advice or services for a fee or any error or omission connected therewith.
30. Any liability arising from **wrongful act** of any director or officer of the insured in the discharge or performance of their duties as such.
31. The insolvency, liquidation, bankruptcy or any person or entity, including any **Insured** to the extent permitted by law, or the failure, inability or unwillingness of any person or entity or Insured to make payments or perform obligations or conduct business because of insolvency, liquidation or bankruptcy. For the avoidance of doubt, this exclusion also applies to the insolvency of any Named **service provider**.
32. Costs of future profits, royalties, restitution, costs of complying with a non-monetary relief.
33. Liquidated damages where it exceeds the amount
34. Insured would have been required to pay.
35. Loss, misplacement, destruction, modification, unavailability, inaccessibility of and/or delay in trading with cryptocurrencies, consisting of coins (e.g. Bitcoin, Ethereum, Ripple, IOTA), tokens (e.g. EOS, Nem, Tether) or public and/or private keys being used in conjunction with the aforementioned.

#### 06-04: How to make a claim

1. **Reporting. You** must report as soon as is reasonably practicable:
  - a. to **us** any **third party claim** or circumstance which may give rise to a **third party claim**.
  - b. to the **incident response provider** and **us** any actual or suspected **data breach, cyber incident** or **cyber extortion** which may give rise to payment under this **policy**.
2. **Your obligations. You** must:
  - a. provide to **us** evidence demonstrating the occurrence and describe the likely consequences of any **insured event**;
  - b. take all reasonable and necessary measures to minimise the duration and effect of any **insured event**;
  - c. do and permit to be done all such things as may be practicable to establish the cause and extent of the **insured event**;
  - d. preserve any **hardware, software** and **data** and make these available to **us** or the **incident response provider**;

- e. provide a detailed computation of any costs, expenses or reduction of gross profits. To this purpose you shall produce any documentary evidence, including any applicable reports, books of accounts, bills, invoices or other documents which we may require and you shall afford us any assistance in our investigations.
  - f. comply with any reasonable recommendations made by **us** or the **incident response provider**.
3. **Claims against you.** You must not, without **our** prior written consent, admit liability for, pay, settle or prejudice any **third party claim**. You must assist **us** in investigating, defending and settling the **third party claim**, and assist any lawyer or other **expert we** appoint on **your** behalf to defend the **third party claim**. You must pay the **deductible** to any **third party we** require to comply with any settlement. If **we** have directly indemnified any **third party**, you must immediately reimburse **us** for the amount of the applicable **deductible**.
4. **Co-operation.** If **we** request, **you** must, at **our** expense:
- a. co-operate with and assist us when required including providing information and securing the cooperation and attendance in court of witnesses employed by you;
  - b. enforce any legal rights **you** or **we** may have against any **third party** who may be liable to **you** for a **cyber incident**, including giving **us** authority to bring court proceedings in **your** name against a **third party** and to settle those proceedings;
  - c. execute any documents that **we** require to secure **our** rights under this **policy**.

#### 06-05: General conditions

- 1. **Our liability.** We will not be liable for the **deductible** applicable to each and every **insured event** or **third party claim**. Our liability will be in excess of any **deductible** and subject to the **limit of liability** for each and every **insured event** or **third party claim** and the **aggregate limit of liability** as stated in the **schedule**.
- 2. **Representation and Warranty.** In issuing this policy we have relied upon the statements, representations and information in the **Application** as being true and accurate. The **Application** is the basis for, and considered incorporated into this policy. If the **Application** contains misrepresentations which were made with the actual intent to deceive and which materially affect the Insurer's acceptance of the risk or the hazard assumed, the Insurer shall not be liable for a loss or claim based upon, arising from, or in consequence of, any such misrepresentation.

3. **Payment by more than one section.** Any cover affecting more than one section of cover will be subject to the highest applicable **deductible** and if applicable the **waiting period** for **section A.3 – business interruption**.
4. **Subrogation.** If any payment is made under this **policy**, **we** will be subrogated to the extent of such payment up to all **your** rights of recovery from any **third party**. **You** must do all that is necessary to secure and must not prejudice such rights. Any monies recovered will be applied first to any costs and expenses made to obtain the recovery, second to any payments made by **us**, and third to any other payments made by **you**.
5. **Material change in risk.** **You** must notify **us**, as soon as reasonably practicable, of any material change in risk of which **you** become aware or ought reasonably to be aware, including without limitation any acquisition by or of **you** during the policy period. If the **Insured** completes a legal acquisition, whether through the ownership of majority stock or during the policy period, then the **Insured** shall provide written notice within  
(30) thirty days of such acquisition.

If the acquired entity has:

- I. an annual revenue of less than 10% of the Insured's annual revenue; and/or
- II. stores or processes a total number of personal data that is less than 10% that of the Insured, and/or
- III. no operations nor generate revenues from the USA,

the acquired entity is deemed to be automatically included within the policy. Notwithstanding the above, written notice to us is required within (30) thirty days of such acquisition.

If the above cover is not automatically provided to the new entity, in order to obtain cover, the **Insured** must obtain the written consent of **Insurers** prior to the acquisition and agree to pay an additional premium to be decided by **Insurers**.

**We** will not pay for any insured event resulting from any material change in risk unless **we** have agreed to that material change in risk and received adequate additional premium (if we require).

6. **Other Insurance.** If there is other insurance for the same insured event this policy will apply in excess of this other policy and will not contribute with this other insurance. You must not insure the deductible.
7. **Cancellation.**
  - 1) We may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the first named Insured and in such event we will return a pro-rata portion (subject to retaining the minimum premium, if any, prescribed under the policy) for the unexpired Policy Period.
  - 2). This Policy may also be cancelled by you by giving 30 days written notice to us in which event we will retain premium at the short period scale stated below subject to retaining INR 25,000/- or the minimum premium, if any, prescribed under the policy, whichever is higher, provided that there has been no Claim under the Policy during the Policy Period in which case no refund of premium shall be allowed. Short Period Scale

Period (Not exceeding)	Rate
Up to 1 week	10% of the Annual rate
> 1 week but ≤1 Month	25% of the Annual rate
> 1 Month but ≤ 2 Months	35% of the Annual rate
> 2 Months but ≤ 3 Months	50% of the Annual rate
> 3 Months but ≤ 4 Months	60% of the Annual rate
> 4 Months but ≤ 6 Months	75% of the Annual rate
> 6 Months but ≤ 8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

The payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. However once you have reported a claim no premium will be repaid..

8. **Premium payment.** It is hereby agreed that, as a conditions precedent to any liability under the Policy, any premium due must be paid and actually received by the Company in full. However in the absence of any premium amount (that has to be received by the Company) the policy shall deemed to be void-ab-inito..
9. **Confidentiality.** **You** must not disclose the existence of this **policy** save to **your** senior management or professional advisers or where under a legal obligation to do so unless **we** have given **our** prior written consent. We may not pay a claim under **section A.4 – cyber extortion** or may cancel **your** cover under that section immediately from the date of disclosure.
10. **Notices.** Notices must be in writing and sent by e- mail, registered post or hand to the addresses stated in the **schedule** or any other agreed addresses. **You** may give notice by telephone but must send a written notice as soon as practical afterwards.
11. **Assignment.** **You** must not assign any legal rights or interests in this **policy** without **our** prior written consent.
12. **Variations.** Variations to this **policy** must be agreed by the parties in writing.
13. **Laws or regulations.** If any provision of this **policy** conflicts with the laws or regulations of any jurisdiction in which this **policy** applies, this **policy** must be varied by the parties to comply with such laws or regulations.



14. **Severability.** Any unenforceable provision of this **policy** will not affect any other provisions and, if practicable, will be replaced with an enforceable provision with the same or similar intent as that unenforceable provision.
15. **Third party rights.** No **third party** who is not a party to this **policy** shall have any right to enforce any part of this **policy**.
16. **Law and jurisdiction.** This **policy** will be governed by the laws as stated in the **schedule**. The courts as stated in the **schedule** will have exclusive jurisdiction for any dispute that cannot be resolved by mediation or arbitration.
17. **Dispute resolution.** The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
18. **Other Important Conditions – Reasonable Care; Insured’s Representation; Notice of Losses and Circumstances**

#### 06-06: Definitions

- Additional premium** – the amount payable by **you** as stated in the **schedule** in respect of the **optional extended reporting period**.
- Aggregate limit of liability** – the amount stated in the **schedule** which shall be the maximum amount payable by **us** under this **policy** whether in respect of first party cover of third party claims or payment of any expenses including any payment made by **us** to the **incident response provider**.
- Application** – means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other statements, information, representations of any Insured or documents submitted by any Insured in connection with the underwriting of this Policy.
- Automatic extended reporting period** – the extension to the **policy period** as stated in the **schedule**.
- Computer network** – one or more **computer systems** which are connected or otherwise able to exchange **data**.
- Computer systems** – the information technology and communications systems (such as **hardware, infrastructure, software, or electronic media**) used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting **data**.
- Confidential information** – any form of commercially sensitive business not publicly available, whether or not marked confidential.'
- Continuing standing charges** – any fixed costs which continue to be payable in full during the **indemnity period**.

<b>Contractual Liability -</b>	any liability assumed by the Insured under any contract, warranty or agreement, except to the extent that: a) such liability would have attached to the Insured in absence of such contract, warranty or agreement; b) Indemnity is afforded under B.1. Confidentiality and privacy liability ( for breach of confidence or infringement of any right to privacy) c) such liability is the subject of a non-disclosure agreement or similar contract to which the insured is a party
<b>Cyber extortion –</b>	any credible threat by a <b>third party</b> to cause an <b>insured event</b> on <b>your computer system</b> unless a <b>ransom</b> is paid or any demand for <b>ransom</b> by a <b>third party</b> to end a <b>cyber incident</b> on <b>your computer system</b> caused by that <b>third party</b> .
<b>Cyber incident –</b>	any <b>malicious act</b> (including any <b>DoS attack</b> or <b>theft of data</b> ), <b>malware</b> , <b>human error</b> , having an impact on <b>your computer systems</b> or the <b>computer systems</b> of a <b>Named service provider</b> or a reasonable suspicion of the same.
<b>Cyber terrorism -</b>	any act by an individual or a group of individuals through the use of <b>computer systems</b> , to damage, destroy, disrupt or access <b>your computer systems or computer networks</b> , for religious, ideological or political purposes, including but not limited to the influencing of any government and/or to put the public or a section of the public in fear.
<b>Data –</b>	any digital information, irrespective of the way it is used or displayed (such as text, figures, images, video or <b>software</b> ).
<b>Data breach –</b>	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, <b>personal data</b> or <b>confidential information</b> transmitted, stored or otherwise processed on <b>your computer systems</b> .
<b>Data subject – data.</b>	any identified or identifiable natural person who is the subject of <b>personal</b>
<b>Deductible –</b>	the <b>waiting period</b> and each <b>deductible</b> as stated in the <b>schedule</b> , being the period or amount which <b>you</b> must cover before the cover provided by this <b>policy</b> responds.
<b>DoS attack –</b>	any <b>malicious act</b> causing total or partial deprivation, disruption or unavailability of <b>your computer systems</b> or <b>your computer network</b> by an overloading stream of requests, including distributed denial-of-service attacks.
<b>Directors and officers –</b>	any of <b>your</b> past, present or future directors, officers, senior management.
<b>Electronic media –</b>	any information technology devices (such as external drives, CD-ROMs, DVD-ROMs, magnetic tapes or disks, USB sticks) that are used to record and store <b>data</b> .
<b>Employee –</b>	any person performing services or providing labour for <b>you</b> under an express or implied employment contract. This includes external staff hired by <b>you</b> to provide <b>services</b> , working within <b>your</b> operational structure and under <b>your</b> functional authority. This excludes <b>directors and officers</b> .

	<b>Expert</b> – any person or legal entity appointed by or in consultation with <b>us</b> and/or the <b>incident response provider</b> (such as a forensic accountant, lawyer or public relations consultant).
<b>Hardware –</b>	the physical components of any <b>computer systems</b> used to store, transmit, process, read, amend or control <b>data</b> , including <b>electronic media</b> .
	<b>Human error</b> – any negligent act or omission committed by <b>you</b> or by an <b>employee</b> during the operation of <b>your computer system</b> except violations of security obligations as specified under item 2 of the “ <b>General conditions</b> ”.
<b>Incident response provider –</b>	the person or entity stated in the <b>schedule</b> .
<b>Increased cost of working -</b>	the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the insured <b>loss of gross profit</b> which, without such expenditure, would have occurred during the maximum business interruption <b>indemnity period</b> . The indemnification shall not exceed the amount of the <b>loss of gross profit</b> thereby avoided.
<b>Indemnity period –</b>	the period during which your business is interrupted by a total or partial unavailability of <b>your computer systems</b> starting after the <b>waiting period</b> has elapsed and ending on the date on which the <b>computer systems</b> is fully restored and the gross profit reaches the level prior to the total or partial unavailability of <b>your computer systems</b> but not exceeding the <b>maximum business interruption indemnity period</b> as specified in the <b>Schedule</b> .
<b>Infrastructure –</b>	any communication equipment, air conditioning, power supply installations, standalone generators, frequency inverter units, transformers and any other facilities that are used to maintain the functioning of electronic facilities that support <b>computer systems</b> and <b>data</b> .
<b>Insured–</b>	means <ul style="list-style-type: none"> <li>a) the <b>named insured</b>;</li> <li>b) any <b>subsidiary</b> which was a <b>subsidiary</b> prior to the commencement of the <b>period of insurance</b> but only with respect to <b>insured event</b> which occur while it is a <b>subsidiary</b>;</li> <li>c) any <b>directors and officers</b> but only whilst acting within the scope of their duties in such capacity;</li> <li>d) any <b>employee</b> but only whilst acting within the scope of their duties in such capacity</li> </ul> <p>The definition of <b>insured</b> does not include any person, corporation or other entity domiciled in or outside the regions specified in the <b>schedule</b>.</p>
<b>Insured event –</b>	any <b>cyber incident, cyber extortion, and third-party claim</b> .
<b>Insured’s Representation -</b>	By acceptance of this policy the Insured agrees that all statements contained in the proposal form for this Policy and any Declarations attached hereto are correct. This Policy is issued relying upon the truth of such statements and includes all agreements between the Insured and the Insurer.
<b>Internet –</b>	the worldwide public data network that allows the transmission of <b>data</b> .

**Internet service** – services to enable the use of the **internet**, such as (1) internet service providers responsible for the provision of **services, hardware** and technical equipment for accessing and use/operation of the internet; (2) domain name system service providers; (3) other internet and external network service providers responsible for internet exchanges, Tier 1 network providers; and, (4) cable network, satellite and radio communication network operators. **Intranet** – a private or restricted internal data network.

**IT Services** – any of the following: operation, processing, maintenance, protection or storage of **your hardware, infrastructure, electronic data** or computer **software**, including IT cloud services, such as IaaS, PaaS and SaaS), but excluding any external telecommunication services.

**Legal defence costs** – any costs, expenses and/or fees for **experts**, investigations, court appearances, surveys, examination and/or procedures that are necessary for **your** civil, commercial, administrative and/or criminal defence. This does not include **your** general expenses (such as salaries and overheads).

**Limit of liability** – as stated in the **schedule**, including any sub-limit and aggregate limit of liability.

**Loss of gross profit** – the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall, in consequence of the **Cyber Incident**, fall short of the **Turnover** which would have been achieved had the **Cyber Incident** not occurred;

The indemnification shall not exceed the value arrived by multiplying the amount of indemnification per day times the maximum business interruption indemnity period (in days) as specified in the Schedule or the applicable monetary sub-limit specified in the Schedule, whichever is lower

**Malicious act** – any unauthorized or illegal act intending to cause harm or to gain access to, or disclose **data** from, **computer systems** or **computer networks** through the use of any **computer system** or **computer network**.

**Malware** – any unauthorized or illegal **software** or code (such as viruses, spyware, computer worms, trojan horses, rootkits, ransomware, keyloggers, dialers and rogue security **software**) designed to cause harm or to gain access to or disrupt **computer systems** or **computer networks**.

**Maximum business interruption**

**indemnity period** – as specified in the **Schedule**.

**Named Insured** - the person, persons, partnership, corporation or other entity specified as such in the schedule

**Notice of Losses and Circumstances**

Any notice of losses and circumstances to be notified to the following  
Cholamandalam MS General Insurance Company Limited  
Commercial Claims Department  
Dare House 2nd Floor, Parry's Corner; No. 2 NSC Bose Road, Chennai – 600 001.  
Toll Free: 1800 208 5544  
Email: [notifyclaim@cholams.murugappa.com](mailto:notifyclaim@cholams.murugappa.com)

**Online media activities** – any text, images, videos or sound distributed via **your** website, social media presence or e-mail

**Optional extended reporting period –**

if applicable, the extension to the **policy period** stated in the **schedule**

**Payment Card Brand –**

American Express, Discover, JCB, Mastercard, Visa or an entity (such as an acquiring bank or payment card processor) that is contractually obliged to enforce the requirements of the Insured's PCI-DSS obligations.

**PCI-DSS –**

Payment Card Industry Data Security Standards.

**PCI Forensic Investigator –**  
Council

an expert forensic investigator that is approved by the PCI Security Standards Council

**Personal data –**

any information relating to a **data subject**, who can be identified, directly or indirectly, in relation to other information (such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) as defined by applicable data protection laws

**Policy –**

the **schedule** and **policy**.

**Policy period –**

the duration of this **policy** as stated in the **schedule**.

**Premium –**

the amount payable by **you** as stated in the **schedule**.

**Ransom –**

any money, bitcoins or other digital currency demanded by a **third party** in the course of a **Cyber extortion**.

**Reasonable Care -**

The Insured shall take all reasonable steps to prevent a claim from arising under this Policy. If a claim arises, the insured must notify and provide full cooperation to the insurer, and thereafter take all necessary and sufficient steps to mitigate the loss

**Rate of Gross Profit -**

the rate of **Gross Profit** earned on the **Turnover** during the last 12 months immediately before the date of the **Discover** of the **Cyber Incident** to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the **Insured Event** or which would have affected the **Insured's** business activities had the **Cyber Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Cyber Incident** would have been obtained during the relative period after the **Cyber Incident**.

**Regulatory authority –**

any supervisory authority, independent public authority, regulator, government organization or statutory body authorized to enforce statutory obligations in relation to the control or processing of **personal data** in accordance with respective applicable data protection laws.

**Reputational protection period** – the period starting with the discovery of the **insured event** and ending the earlier of:

- (i) 5 days after your gross profit reaches the level prior to the insured event, or (ii) the period stated in the schedule commencing from the date of the insured event.

<b>Retroactive date –</b>	the date stated in the schedule.
<b>Schedule –</b>	the schedule to this <b>policy</b> .
<b>Software –</b>	any digital standard, customized or individual developed program, or application held or run by a <b>computer system</b> that comprises a set of instructions that are capable, when incorporated in a machine readable medium, of causing a machine with information processing capabilities to indicate, perform or achieve a particular function, task or result
<b>Subsidiary -</b>	<p>any entity within the jurisdiction applicable to this policy in respect of which the named insured:</p> <ol style="list-style-type: none"><li>I. controls the composition of the board of directors;</li><li>II. is in a position to cast or control the casting of, more than 50% of the issued voting shares; or</li><li>III. holds more than 50% of the issued share capital.</li><li>IV. agrees by contract to a joint venture while the named insured has managerial control, including but not limited to control over security or computer systems, but liability under this policy is only in respect of the named insured's agreed share in the joint venture</li></ol>
<b>Terrorism –</b>	any acts committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>Theft –</b>	any <b>malicious act</b> of illegitimately copying or obtaining, for example, <b>confidential information, data</b> or <b>personal data</b> , from <b>computer systems</b> .
<b>Third party – schedule.</b>	any person or legal entity other than the <b>insured company</b> as stated in the
<b>Third party claim –</b>	any written demand or assertion for compensation or damages by a <b>third party</b> against <b>you</b> .
<b>Turnover –</b>	The amount of money (less discounts allowed) paid or payable to the <b>Insured</b> for goods, products or services sold, delivered or rendered in the course of the business insured.
<b>Waiting period –</b>	the period of time as stated in the <b>schedule</b> commencing with the discovery of an <b>insured event</b> which causes <b>your computer systems</b> to be partly or wholly unavailable.
<b>Wrongful Act-</b>	any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the <b>directors or officers</b> in the discharge of duties, individually or collectively, or any matter claimed against them solely by reason of their being <b>directors or officers</b> of the company.
<b>We, us and our –</b>	the <b>insurer</b> or their agent as stated in the <b>schedule</b> .
<b>Your computer systems –</b>	<b>computer systems</b> owned, leased, licenced or hired and controlled by the <b>insured company</b> .
<b>You and your – officers.</b>	the <b>insured company</b> as stated in the <b>schedule</b> and its <b>directors and</b>

**06-07-01: GRIEVANCE REDRESSAL**

1. In the event of the **Insured** being aggrieved by
  - (a) Any partial or total repudiation of claims by an insurer
  - (b) Any dispute in regard to premium paid or payable in terms of the **Policy**
  - (c) Any dispute on the legal construction of **Policy** in so far as such disputes relate to **claims**
  - (d) Delay in settlement of **claims**
  - (e) Non-issue of any insurance document to customers after receipt of premium, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
2. If the company shall disclaim liability to the **Insured** or any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the **claim** shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
3. The due observance and fulfilment of the terms, conditions and endorsements of this **Policy** in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this **Policy**.
4. The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under.
5. No interest shall be payable by the Company in respect of any claim under this **Insurance** on any account whatsoever

**06-07-02: MECHANISM OF GRIEVANCE REDRESSAL**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

**1. OUR GRIEVANCE REDRESSAL OFFICER**

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

In case of any grievance the insured person may contact the company through

Website : [www.cholainsurance.com](http://www.cholainsurance.com)

Toll free : 1800 208 9100

E-Mail : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Fax : 044 -4044 5550

Courier : Cholamandalam MS General Insurance Company Limited,  
Customer services, Head  
Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com)

For details of grievance officer, kindly refer the link [www.cholainsurance.com](http://www.cholainsurance.com)

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://igms.irda.gov.in/>

## 2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](https://igms.irda.gov.in/).
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking [here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.
- c. You can visit the portal <http://www.policyholder.gov.in> for more details.

## 3. INSURANCE OMBUDSMAN

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Please find below the latest/updated link of the Ombudsman offices

<https://www.cioins.co.in/Ombudsman>

## INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited

HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.

Toll Free : 1800 208 9100

SMS: "CHOLA" TO 56677 \*(Premium SMS charges apply)

Email –[customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Web site: [www.cholainsurance.com](http://www.cholainsurance.com)



**STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF SOLICITATION"****SANCTIONS LIMITATION AND EXCLUSION CLAUSE [LMA3100]**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Excluded from insurance are the (financial) interests of individuals, companies, governments and other entities in respect of which the insurer(s) is (are) not allowed to insure those interests in accordance with national and international law or regulations.

Excluded are damage and/or loss to items of property in which may not be traded under national or international law or regulations