

# CYBER+ INSURANCE POLICY (COMMERCIAL) Policy Wordings

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## **CYBER+ INSURANCE POLICY (COMMERCIAL)**

Various provisions in this **Policy** restrict coverage. Read the entire **Policy** carefully to determine rights, duties and what is and is not covered. The **Policy Schedule**, Optional Section(s) and **Endorsement(s)** should be read as if they are one document.

The word "**Insured**" means any person or organization qualifying as an **Insured** under DEFINITIONS section of the **Policy**.

Words and phrases that appear in bold face have the special meanings set forth in DEFINITIONS section of the **Policy**. Words that appear in the singular include the plural and words that appear in the plural include the singular.

Any reference to any statute or statutory instrument will include any modification re-enactment thereto. Any heading in this **Policy** is for the ease of reference only and does not affect its interpretation.

This is a legal document and should be kept in a safe place.

We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance and failure to do so may invalidate your **Policy** or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not please contact your insurance adviser.

Please examine the **Policy**, **Schedule** and specifications carefully to ensure that they are in accordance with your requirements and that you understand the terms and conditions therein. If they do not meet with your requirements please return the same to us or your insurance intermediary or broker immediately.

Insurance cover is provided by the **Insurer** to the **Insured** in accordance with the General Section, other applicable Sections, Optional Section(s) and **Endorsement(s)** of the **Policy**.

## 1. INSURING CLAUSE

In consideration of the payment of premium and subject of the terms and conditions of this **Policy** the **Insurer** and the **Insured** agree as follows:

### 1.1. Section A: Claims against Insured

#### a) **Claims** and **Circumstances**

- I. The **Insurer** agrees subject to the terms, limitations, exclusions and conditions of this **Policy** to pay any **Damages** which the **Insured** shall become liable to pay arising from an **Information Security Breach**:
  - a) of which the **Insured** first became aware during the **Period of Insurance**  
and
  - b) occurring during the **Period of Insurance** or where specifically agreed on a date on or after the **Retroactive Date** up until expiry of the **Period of Insurance** and
  - c) in respect of which there has been a **Claim** or **Circumstance** notified to the  
**Insurer** during the **Period of Insurance**.
- II. The **Insurer** will in addition pay **Costs** including the reasonable fees and expenses of the Legal Adviser as agreed by the **Insurer** and as identified in the **Schedule** to defend the **Insured** or provide advice in respect of such **Claim** or **Circumstance**. Subject to the provisions of this Section, the **Insurer** shall not unreasonably withhold its consent to the incurring of such fees and expenses.
- III. The **Insured** shall give to the **Insurer** written notice as soon as practicable after becoming aware of any **Claim** or **Circumstance**.  
  
The **Insured** shall provide the **Insurer** with all information as it may reasonably require in relation to such **Claim** or **Circumstance**.

The **Insurer** shall not deny liability for any **Claim** or **Circumstance** or **Costs** on grounds of breach of this condition provided such **Claim** is notified or is connected to a **Circumstance** notified during the **Period of Insurance** save that the **Insurer**

shall be entitled to reduce such **Claim** to take account of any prejudice in the handling or settlement of the **Claim** attributable to the **Insured's** breach.

- IV. The **Insured** shall make no admissions of liability and shall not enter into any settlement of any **Claim** or in respect of any **Circumstance** without the consent of the **Insurer**.
- V. If any **Claim** is the subject of proceedings whether by litigation or arbitration against the **Insured** the **Insurer** shall be entitled to assume conduct of the proceedings and the settlement thereof.
- VI. Any payment in respect of any **Claim** or **Circumstance** or **Costs** shall be subject to the payment by the **Insured** of the Deductible specified in the **Schedule** and shall be applied against the **Limit of Liability** including the **Maximum Limit of Liability**.
- VII. Where specifically agreed this **Policy** shall cover a **Claim** or **Circumstance** arising from an **Information Security Breach** on or after the **Retroactive Date** stated in the **Schedule**. Cover shall not be provided pursuant to this term where an **Information Security Breach** occurred in connection with a person or company prior to such person or company being an **Insured** under this **Policy**.
- VIII. Where an Extended Reporting Period has been specifically agreed, this **Policy** shall cover an **Information Security Breach** during the **Period of Insurance** in respect of which a **Claim** or **Circumstance** is notified within 90 days after expiry of the **Period of Insurance**.

b) Legal Expenses and Civil Liability to Fines and Penalties



- I. The **Insurer** shall subject to the terms, limitations, exclusions and conditions of this

**Policy** to provide cover to the **Insured** for a **Data Protection Breach**

- a) of which the **Insured** first became aware during the **Period of Insurance** and
  - b) occurring during the **Period of Insurance** or where specifically agreed on a date on or after the **Retroactive Date** up until the expiry of the **Period of Insurance** and
  - c) in respect of which an allegation is made against the **Insured** directly leading to proceedings
    - i. by a **Regulator** or other prosecuting, administrative or **Regulatory** body of a government, state or local authority.
  - d) and the **Insured** is at risk of a civil liability to pay a penalty, fine, compensation or Costs.
- II. Cover will be provided by the **Insurer** for the reasonable fees and expenses of the Legal Adviser as agreed by the **Insurer** and as identified in the **Schedule** to defend or provide advice to the **Insured** in respect of such proceedings. Subject to the provisions of this Section, the **Insurer** shall not unreasonably withhold its consent to the incurring of such fees or expenses.
- III. To the extent permissible by law, the **Insurer** shall provide cover to the **Insured** for a **Data Protection Breach** during the **Period of Insurance** in respect of which the **Insured** is subject to a civil liability to pay a penalty or fine, by a **Regulator** or other prosecuting, administrative or **Regulatory** body of a government state or local authority or trade or professional body of which the **Insured** is a member or by which the **Insured** is regulated (not including the PCI Security Standards Council).
- IV. Cover under this **Policy** in respect of a civil liability to pay a penalty or fine is subject to a **Sub-Limit** whereby any amounts payable by the **Insurer**

for all **Data Protection Breaches** of which the **Insured** first became aware during the **Period of Insurance** shall in no **Circumstances** exceed the percentage of the **Limit of Liability** specified in the **Schedule**.

- V. The **Insured** shall give notice to the **Insurer** as soon as practicable after becoming aware of a **Data Protection Breach**.

The **Insured** shall provide the **Insurer** with all information as it may reasonably require in relation to such **Data Protection Breach**.

The **Insurer** shall not deny liability on grounds of breach of this Condition save that the **Insurer** shall be entitled to reduce its liability under this **Policy** to the extent that any prejudice arises and is attributable to the **Insured's** breach.

- VI. The **Insured** shall make no admissions of liability and shall not consent to pay a penalty or fine without the consent of the **Insurer** such consent not to be unreasonably withheld.

- VII. Any legal expenses, penalty or fine shall be subject to the payment by the **Insured** of the Deductible specified in the **Schedule** and shall be applied against the **Limit of Liability** including the **Maximum Limit of Liability**.

Where specifically agreed cover provided by this **Policy** for legal expenses and civil liability to fines and penalties shall include a **Data Protection Breach** on or after the **Retroactive Date** stated in the **Schedule**. Cover shall not be provided pursuant to this term where a **Data Protection Breach** occurred in connection with a person or company prior to such person or company being an **Insured** under this **Policy**.

## 1.2. Section B: Insured's Own Losses

- I. The **Insurer** agrees subject to the terms, limitations, exclusions and conditions of this **Policy** to pay any **Loss** as specifically covered by this Section arising from an **Insured** Event of which the **Insured** first became aware during the **Period of Insurance**.

II. An **Insured** Event for the purposes of this Section means:

- a) In respect of cover for Forensic Examinations, an **Information Security Breach**.
- b) In respect of cover for Notification, an **Information Security Breach**.
- c) In respect of cover for Public Relations, an **Information Security Breach**.
- d) In respect of cover for Identity Monitoring, an **Information Security Breach**.
- e) In respect of cover for Recovery of Data and Software, a **Cyber Incident**.
- f) In respect of cover for Business Interruption, a **Cyber Incident**.
- g) In respect of Theft of **Electronic Money**, a **Cyber Incident**.

III. The **Insured** shall give notice to the **Insurer** as soon as practicable after becoming aware of an **Insured** Event.

The **Insured** shall provide the **Insurer** with all information as it may reasonably require in relation to such **Insured** Event.

The **Insurer** shall not deny liability on grounds of breach of this Condition save that the **Insurer** shall be entitled to reduce its liability under this **Policy** to the extent that any prejudice arises and is attributable to the **Insured's** breach.

IV. Where specifically agreed this **Policy** shall cover a **Loss** arising from an **Insured** Event on or after the **Retroactive Date** stated in the **Schedule** up until expiry of the **Period of Insurance**. Cover shall not be provided pursuant to this term where an

**Insured** Event occurred in connection with a person or company prior to such person or company being an **Insured** under this **Policy**.

a) **Forensic Examination**

I. In the event of an **Information Security Breach** during the **Period of**

**Insurance**, the **Insurer** shall pay reasonable fees and expenses for a Forensic Examination conducted by the **Service Provider** identified in the **Schedule** or as agreed by the **Insurer**. The Forensic Examination shall mean, so far as appropriate:

- a) Identification of the cause of the **Information Security Breach**
- b) Identification of the nature and extent of the **Information Security Breach**
- c) Making recommendations for the prevention of a future comparable **Information Security Breach**.

The fees and expenses of the **Service Provider** in respect of the Forensic Examination shall be agreed in advance with the **Insurer**. Subject to the provisions of this term, the **Insurer** shall not unreasonably withhold its consent to the incurring of such fees and expenses.

Payment by the **Insurer** of the fees and expenses under this section shall be subject to the payment by the **Insured** of the Deductible specified in the **Schedule** and shall be applied against the **Limit of Liability** including the **Maximum Limit of Liability**.

b) **Notification**

- I. In the event of an **Information Security Breach** during the **Period of Insurance**, the **Insurer** shall pay reasonable fees and expenses for Notification by the **Service Provider** identified in the **Schedule** or as agreed by the **Insurer**. Notification means, so far as appropriate:
  - a) notification of the **Information Security Breach** to parties reasonably suspected by the **Insured** to be affected by the **Information Security Breach** (including identification of such parties, collation of those parties' contact information, despatch of notices, advertising)

- b) notification of the **Information Security Breach** to the relevant **Regulator**  
where duty of notification exists
- c) establishing means by which to respond to enquiries from such parties following notification (including telephone call centre **Costs**)

The fees and expenses of the **Service Provider** in respect of Notification shall be agreed in advance with the **Insurer**. Subject to the provisions of this term, the **Insurer** shall not unreasonably withhold its consent to the incurring of such fees and expenses.

Payment by the **Insurer** of the fees and expenses under this section shall be subject to the payment by the **Insured** of the Deductible specified in the **Schedule** and shall be applied against the **Limit of Liability** including the **Maximum Limit of Liability**.

c) **Public Relations Advice**

- I. In the event of an **Information Security Breach** during the **Period of Insurance** that the **Insured** reasonably believes will cause significant harm to its reputation, the **Insurer** shall pay reasonable fees and expenses for the Public Relations Advice from the **Service Provider** identified in the **Schedule** or as agreed by the **Insurer**. Public Relations Advice shall mean, so far as appropriate:

- a) monitoring public sentiment; and
- b) devising and executing a public relations strategy to protect or re-establish the reputation of the **Insured**.

The **Insurer** shall only pay fees or expenses for Public Relations Advice provided within six months of the **Insured Event**.

The fees or expenses of the Public Relations adviser shall be agreed in advance with the **Insurer**. Subject to the provisions of this term, the **Insurer** shall not unreasonably withhold its consent to the incurring of

such fees and expenses.

Payment by the **Insurer** of fees and expenses under this section shall be subject to the payment by the **Insured** of the Deductible specified in the **Schedule** and shall be applied against the **Limit of Liability** including the **Maximum Limit of Liability**.

d) **Identity Monitoring**

- I. In the event of an **Information Security Breach** during the **Period of Insurance**, the **Insurer** shall pay so far as appropriate for Identity Monitoring by the **Service Provider** identified in the **Schedule** or as agreed by the **Insurer**. Such cover arises where the misuse of the personal data, identity, or financial information of natural persons affected by the **Information Security Breach** is reasonably suspected by the **Insured**, and cover continues for a period up to 12 months after the **Information Security Breach**. The **Costs** of Identity Monitoring shall be agreed in advance with the **Insurer**. Subject to the provisions of this term, the **Insurer** shall not unreasonably withhold its consent to the incurring of such **Costs**.

The **Costs** under this section shall be subject to the payment by the **Insured** of the Deductible specified in the **Schedule** and shall be applied against the **Limit of Liability** including the **Maximum Limit of Liability** and the **Sub-Limit** for this Extension specified in the **Schedule**.

e) **Recovery of Insured's Data and Software**

- I. In the event of a **Cyber Incident** during the **Period of Insurance**, the **Insurer** shall pay reasonable fees and expenses for the Recovery of the **Insured's** Data and Software by the **Service Provider** identified in the **Schedule** or as agreed by the **Insurer**. Recovery of **Insured's** Data and Software shall mean:

- a) investigation as to whether data and software on the **Insured's Network** and

**Computer Systems** can be repaired, restored or replaced.

- b) the repair, restoration or replacement of data and software on the **Insured's Network** or **Computer Systems** to regain its operational state prior to the **Insured Event**.

Cover is provided only for the **Insured's Network** and **Computer Systems** located at the **Insured Location(s)** specified in the **Schedule**.

The fees and expenses of the **Service Provider** shall be agreed in advance with the **Insurer**. Subject to the provisions of this term, the **Insurer** shall not unreasonably withhold its consent to the incurring of such fees and expenses.

The fees and expenses under this section shall be subject to the payment by the **Insured** of the Deductible specified in the **Schedule** and shall be applied against the **Limit of Liability** including the **Maximum Limit of Liability**.

f) **Business Interruption**

- I. In the event that the **Insured's Computer System** or **Network** is interrupted or interfered with during the **Period of Insurance** as a direct result of a **Cyber Incident**, the **Insurer** shall pay to the **Insured** the amount of Business Interruption **Loss**

directly resulting from such interruption or interference during the Indemnity Period subject to expiration of the Waiting Period and provided that:

- a) the **Cyber Incident** that directly results in the interruption or interference with the **Insured's Computer System** or **Network** occurs during the **Period of Insurance** or where specifically agreed on or after the **Retroactive Date** up until the expiry of the **Period of Insurance**;
- b) the liability of the **Insurer** under this Section shall be subject to

the payment by the **Insured** of the Deductible specified in the **Schedule** and shall be applied against the **Limit of Liability** including the **Maximum Limit of Liability**;

- c) all Business Interruption **Loss** during the **Period of Insurance** which is caused by the same originating cause shall be deemed a single Business Interruption **Loss**;
- d) cover is provided only for the **Insured's Network** and **Computer Systems** located at the **Insured** Location(s) specified in the **Schedule**.

II. Business Interruption **Loss** shall mean:

- a) the **Loss** of Gross Profit due to a Reduction in Turnover less any Reduction in Charges and Expenses payable out of Gross Profit; and
- b) Increase in **Cost** of Working.

Both the Rate of Gross Profit and Standard Turnover shall be subject to such adjustments 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 interruption or interference which would have affected the **Business** had the interruption or interference not occurred. The adjusted figures shall represent as nearly as may be reasonably practicable the results which would have been achieved by the **Business** during the same period had the **Cyber Incident** not occurred.

III. Additional Definitions

Actual Turnover shall mean the Turnover during the Indemnity Period.

Increase in **Cost** of Working shall mean the additional expenditure necessarily and reasonably incurred during the Indemnity Period for the sole purpose of avoiding or diminishing the Reduction in Turnover



which but for that expenditure would have taken place during the Indemnity Period in consequence of the interruption or interference of the **Insured's Computer System or Network** but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Indemnity Period shall mean the period of time beginning with the occurrence of the interruption or interference of the **Insured's Computer System or Network** and ending not later than the Maximum Indemnity Period, as identified in the **Schedule** during which the results of the **Business** shall be affected in consequence thereof.

Rate of Gross Profit shall mean the rate of gross profit earned on Turnover during the financial year immediately before the interruption or interference.

Reduction in Charges and Expenses shall mean the reduction in charges and expenses of the **Business** payable out of Gross Profit as a consequence of the interruption or interference.

**Loss** of Gross Profit shall mean the sum produced by applying the Rate of Gross Profit to the amount by which the Actual Turnover is less than the Standard Turnover as a result of the interruption or interference.

Standard Turnover shall mean the Turnover during that period in the twelve months immediately before the beginning of the interruption or interference which corresponds with the Indemnity Period.

Turnover shall mean the money paid or payable to the **Insured** for goods sold and delivered and for services rendered in course of the **Business**.

Waiting Period shall mean the period of time specified in the **Schedule** at the beginning of an Indemnity Period during which the **Insured** shall first bear its own Business Interruption **Loss**.

g) **Theft of Electronic Money**

In the event of a **Cyber Incident** during the **Period of Insurance**, the **Insurer** shall indemnify the **Insured** for **Electronic Money** legally and beneficially owned by the **Insured** that is stolen which:

- a) directly results from a **Cyber Incident**; and
- b) is committed by a person acting in collusion with those responsible for the **Cyber Incident**;
- c) is not committed by the **Insured** or an

**Employee**; and is discovered by the **Insured** during the **Period of Insurance**.

The cover under this Section is subject to a **Sub-Limit** specified in the **Schedule**.

### 1.3. Section C: Optional Section

The following optional Section will apply where agreed by the **Insurer** and **Insured** and confirmed in the **Schedule**.

a) **Media Liability**

- I. The **Insurer** agrees subject to the terms, limitations, exclusions and conditions of this **Policy** to pay any **Loss** as specifically covered by this Section arising from an **Insured** Event occurring during the **Period of Insurance**.
- II. For the purposes of this Section, an **Insured** Event means:
  - a) libel, slander, trade libel or disparagement of a person or company, or a person or company's goods or services; or
  - b) infringement of copyright, title, slogan, trade name, trademark, registered name or other intellectual property rights of a person or company; or

- c) plagiarism, piracy or misappropriation of ideas; or
- d) invasion or interference with rights of privacy or public disclosure of private matters;
- e) unauthorised deep-linking, framing, data extraction or web-harvesting

arising from the website, social media or other online presence of the **Insured** or a

**Third Party Supplier** where such **Insured** Event:

- i. is first known to the **Insured** during the **Period of Insurance** and
- ii. occurs during the **Period of Insurance** or where specifically agreed on a date on or after the **Retroactive Date** up until expiry of the **Period of Insurance** and
- iii. in respect of which there has been a **Claim** or **Circumstance** notified to the **Insurer** during the **Period of Insurance**.

III. For the purposes of this Section,

- a) an **Insured** Event means an **Information Security Breach**
  - i. of which the **Insured** first became aware during the **Period of Insurance** and
  - ii. occurring during the **Period of Insurance** or where specifically agreed on or after the **Retroactive Date** up until the expiry of the **Period of Insurance** and
  - iii. in respect of which the **Insured** is subject to a PCI DSS Penalty or PCI DSS **Costs** by reason of non-compliance with applicable PCI DSS;
- b) **Loss** shall include any PCI DSS Penalty or PCI DSS **Costs** that the **Insured** shall become liable to pay to a Card Association or Acquiring Bank resulting from an **Information Security Breach**;

- c) PCI DSS means the Payment Card Industry Data Security Standard;
- d) PCI DSS **Costs** means the **Costs** of an approved Payment Card Industry Forensic Investigator for which the **Insured** shall become liable to pay as a result of the **Insured's** actual or suspected non-compliance with the PCI DSS;
- e) PCI DSS Penalty means any written demand received by the **Insured** from a Card Association or Acquiring Bank to pay a contractual fine or penalty resulting from the **Insured's** actual or suspected non-compliance with the PCI DSS. Cover shall not be provided pursuant to this Section for any part of a demand from a Card Association or Acquiring Bank relating to PCI DSS Assessments, including fraudulent payment card transactions or card reissuance **Costs**;
- f) Acquiring Bank means any bank which processes a Merchant's Payment Card transactions and credits those transactions to a Merchant's account;
- g) Merchant means any person or entity that accepts payments for goods and services by a Payment Card endorsed by a Card Association;
- h) Payment Card means credit cards, debit cards, stored value cards and pre-funded cards;
- i) Card Association means American Express, Discover, JCB, MasterCard, or, VISA.

IV. Cover will be provided by the **Insurer** for the reasonable fees and expenses of the Legal Adviser as agreed by the **Insurer** and as identified in the **Schedule** to defend or provide advice to the **Insured** in respect of such proceedings. Subject to the provisions of this Section, the **Insurer** shall not unreasonably withhold its consent to the incurring of such fees or expenses.

- V. The **Insured** shall give to the **Insurer** written notice as soon as practicable after becoming aware of an **Insured** Event.

The **Insured** shall provide the **Insurer** with all information as it may reasonably require in relation to such **Insured** Event.

The **Insurer** shall not deny liability on grounds of breach of this Condition save that the **Insurer** shall be entitled to reduce its liability under this **Policy** to the extent that any prejudice arises and is attributable to the **Insured's** breach.

- VI. Any payment by the **Insurer** under this Section shall be subject to the payment by the **Insured** of the Deductible specified in the **Schedule** and shall be applied against the **Limit of Liability** including the **Maximum Limit of Liability**. The cover under this Section is subject to a **Sub-Limit** specified in the **Schedule**.
- VII. Where specifically agreed this Section shall cover an **Insured** Event on or after the **Retroactive Date** stated in the **Schedule** up until expiry of the **Period of Insurance**. Cover shall not be provided pursuant to this term where an **Insured** Event occurred in connection with a person or company prior to such person or company becoming an **Insured** under this **Policy**.
- VIII. Where an Extended Reporting Period has been specifically agreed, this Section shall cover an **Insured** Event notified within 90 days after expiry of the **Period of Insurance**.

b) **Cyber Threat and Extortion**

- I. In the event of a **Cyber Threat and Extortion** to cause an **Information Security Breach**, the **Insurer** shall pay reasonable fees and expenses of the Crisis Adviser identified in the **Schedule** or as agreed by the **Insurer**.
- II. If so advised by the Crisis Adviser and with the prior written consent of the **Insurer**, any payment made by the **Insured** to a third party, reasonably

believed by the **Insurer** to resolve or terminate the Cyber threat shall be covered.

- III. The cover is provided subject to the following conditions:
  - a) The coverage has been kept confidential by the **Insured**.
  - b) The **Insured** has taken reasonable steps to verify its belief and reasonably believes, the threat is genuine, credible and probable.
  - c) The **Insured** has appointed the Crisis Adviser and provided all necessary information without delay.
  - d) The **Insured** or the Crisis Adviser has notified the police or, the relevant **Regulator** or other public investigating authorities without delay.
  - e) The threat has not been made by or on behalf of a government, state or public authority.
- IV. The cover is subject to a **Sub-Limit** specified in the **Schedule**.
- V. The fees and expenses of the Crisis Adviser shall be agreed in advance with the **Insurer**.

## 2. DEFINITIONS

### 2.1. Bodily Injury

Injury, disease or death and shall include but not by way of limitation mental injury, anguish, shock, false arrest or invasion of the right of privacy.

### 2.2. Business

The **business** of the **Insured** as stated in the **Schedule**.

### 2.3. Circumstances

An **Information Security Breach** arising from the **Business** which may give rise to a **Claim** known to the **Insured** and notified to the **Insurer** during the **Period of Insurance**. Where an Extended Reporting Period has been specifically agreed, this definition shall include a **Circumstance** notified during the Extended Reporting Period.

### 2.4. Claim

An assertion of legal liability made in writing against the **Insured** arising from the **Business** and notified to the **Insurer** during the **Period of Insurance** whether in a **Claim** form or similar document, pleading, letter of **Claim**, correspondence or otherwise, whether or not including a demand for **Damages**, in respect of which cover is provided by Section A of the **Policy**. Where an Extended Reporting Period has been specifically agreed, this definition shall include a **Claim** notified during the Extended Reporting Period.

## **2.5. Computer System**

Any computer, hardware, software or electronic device, telephones, VoIP (Voice over Internet Protocol) system, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, **Networking** equipment or back up facility owned or operated by the **Insured** or operated by a **Third Party Supplier** under an agreement with the **Insured**.

## **2.6. Costs**

All **Costs** and expenses including legal expenses which are incurred by the **Insurer** or by the **Insured** with the **Insurer's** written consent in connection with the defence, investigation or settlement of any **Claim** or **Circumstance** and any payment made to a **Service Provider**.

## **2.7. Cyber Incidents**

- a) the unauthorised breach of the security of the **Insured's Network** or **Computer Systems** through:
  - i. the transmission of a harmful virus, malicious software or code;
  - ii. the unauthorised use of access codes, passwords or electronic identity verification methods of the **Insured**
- b) a denial-of-service attack on the **Insured's Network** or **Computer Systems**
- c) the prevention of the **Insured's** own access to the **Insured's Network** or **Computer Systems** caused by a third party's malicious electronic act.
- d) the unauthorised alteration or deletion of data stored within the **Insured's Network** or **Computer Systems**.

- e) theft or **Loss** of the **Insured's Network** or **Computer Systems**. Theft or **Loss** does not include seizure, confiscation, expropriation, requisition, nationalisation, or destruction by order of a government, state or public authority.
- f) unauthorised publication by the **Insured** of the electronic data of third parties held or process by the **Insured's Network** or **Computer Systems**.

excluding where the cause or causes of the above are wholly, partially, directly or indirectly attributable to the negligence of the **Insured**.

## **2.8. Cyber Threat and Extortion**

means a credible and probable threat by an extortionist to cause an **Information Security Breach**.

## **2.9. Damages**

means the following, incurred as a result of a **Claim**:

- a) any amounts that an **Insured** shall be legally liable to pay to a Third Party in respect of judgments or arbitral awards rendered against an **Insured**;
- b) monies payable by an **Insured** to a **Third Party** pursuant to a settlement agreement negotiated by the **Insured** and Legal Adviser, as identified in the **Schedule** with the prior written approval by the **Insurer**; or

**Damages** shall not include:

- a) the **Loss**, offset or return of fees, commissions, royalties, bonuses or profits by the **Insured** or the **Costs** to perform any services;
- b) the **Costs** to comply with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- c) the **Costs** to design, upgrade, maintain, or improve a **Computer System**, including correcting any deficiencies or problems;
- d) taxes, fines or contractual penalties, unless specifically covered.

## **2.10. Data Confidentiality Breach**

A breach of confidentiality in respect of electronic data of third parties by the **Insured** in the course of its **Business** in breach of duty of care, contract, statute or regulation.

## **2.11. Data Protection Breach**

A breach of **Data Protection Law**.

## **2.12. Data Protection Law**



Those civil laws, common laws, statutes, regulations and **Regulatory** guidance, enacted for the purpose of governing the collection, control, storage processing transfer and protection of data from which it is possible to identify living individuals. **Data Protection Law** shall include Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, their successor laws, or similar laws in any other relevant jurisdiction.

#### **2.13. Electronic Money**

Sums held in a bank account in official currency but shall not include digitally generated currency including but not limited to crypto-currency.

#### **2.14. Employee**

A person who is or was under a contract of service or apprenticeship with the **Insured**, an intern, temporary agency staff, a freelancer, or secondee.

#### **2.15. Endorsement**

Any **Endorsement** to the **Policy** agreed in writing by the **Insurer** and by or on behalf of the

*Insured.*

#### **2.16. Information Security Breach**

One or more of the following arising from the **Business**:

- a) **Data Protection Breach**
- b) **Data Confidentiality Breach**
- c) **Cyber Incident**

#### **2.17. Insured**

Any person or company named in **Schedule** and:

- a) Directors, partners, **Employees** and shareholders whilst acting in their respective capacities for the **Insured**.
- b) any "subsidiary" or "holding company" of the **Insured** adopting the meaning ascribed in the Companies Act (as amended) which is existing, formed or acquired during the **Period of Insurance** except where a company which is formed or acquired:
  - i. shall increase the turnover of the **Insured** as assessed at the

commencement of the **Period of Insurance** by an amount greater than 10%

- ii. has not implemented security standards comparable to those of the **Insured** as at the commencement of the **Period of Insurance**
- iii. has a materially different principal **Business** activity from the **Business** of the **Insured**
- iv. is registered in the United States of America or its territories or Canada
- v. each of whom shall be subject to the terms of this **Policy** insofar as they can apply.

#### **2.18. Insurer**

Magma General Insurance Ltd.

#### **2.19. Loss**

**Costs** and expenses incurred by the **Insured**, **Loss** to the **Insured**, Theft of **Electronic Money**, and any payment made to a **Service Provider**, in respect of which cover is provided by Section B of the **Policy** or any **Endorsement(s)**.

#### **2.20. Maximum Limit of Liability**

The amount, subject to any **Sub-Limit**, stated in the **Schedule** payable pursuant to the terms of this **Policy** whether in respect of a **Claim**, **Circumstance**, **Costs**, **Loss** or otherwise.

#### **2.21. Network**

Interconnected **Computer Systems** used to process data or information in an analogue, digital, electronic or wireless format, including servers, associated input and output devices, data storage devices, **Networking** equipment, wired or wireless peripherals, electronic back-up facilities, and media libraries that are owned or operated by the **Insured** or operated by a **Third Party Supplier** under an agreement with the **Insured**.

#### **2.22. Period of Insurance**

The period as stated in the **Schedule**.

#### **2.23. Policy**

The **Schedule**, the **Policy** wording comprising the General Section, Sections A and B, Optional Section(s) and any **Endorsements** (which all form an integral part of the **Policy**).

#### **2.24. Product**

Any service or property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by the **Insured**.

#### **2.25. Property Damage**

**Damage** to **Loss** of or destruction of material property.

#### **2.26. Regulator**

An authority charged with the administration and enforcement of **Data Protection Law**.

#### **2.27. Retroactive Date**

shall mean the date stated in the **Schedule** provided however that with respect to any **Insured** who becomes an **Insured** subsequent to the Inception date, the **Retroactive Date** for that **Insured** shall be agreed on an individual basis independently of the date as stated in the **Schedule**.

#### **2.28. Schedule**

The **Schedule** to this **Policy**.

#### **2.29. Service Provider**

A **Service Provider** as identified in the **Schedule** or as agreed by the **Insurer**.

#### **2.30. Sub-Limit**

The maximum amount that the **Insurer** is liable to pay in respect of any **Claim**, **Circumstance**, or **Loss**, including **Costs**, or any other amount payable under the **Policy** (including any payment of fees or expenses to a **Loss** Adjuster) to which the **Sub-Limit** applies and shall be applied against the **Limit of Liability** and the **Maximum Limit of Liability** as stated in the **Schedule**.

#### **2.31. Limit of Liability**

The amount, subject to any applicable **Sub-Limit**, stated in the **Schedule**.

### 2.32. Third Party Supplier

Any of the suppliers listed as such in the **Schedule**.

## 3. EXCLUSIONS

Save as expressly covered any **Claim, Circumstance, Costs** or **Loss** arising directly or indirectly from the following are excluded from cover:

### 3.1. Bodily Injury and Property Damage

**Bodily Injury** to any person or **Property Damage**.

### 3.2. Intentional Acts

A deliberate or reckless breach of duty, contract, statute or regulation.

### 3.3. Antitrust

Breach of anti-trust or competition law.

### 3.4. Insured versus Insured

Any **Claim** by an **Insured** person or company against another **Insured** person or company.

### 3.5. Director's and Officer's Liability

Any **Claim** against a director, officer or partner of the **Insured**:

- a) covered in whole or in part by a **Policy** of insurance providing cover for the liability of directors and officers
- b) asserting breach of duty by the director, officer or partner to the **Insured** and/or its shareholders or members
- c) where the director, officer or partner is at risk of a civil or criminal liability to pay a penalty, fine, compensation or **Costs** in a personal capacity.

### 3.6. Not owned or operated **Computer System** or **Network**

Any **Computer System** or **Network** that is not owned or operated by the **Insured** or operated by a **Third Party Supplier**.

### 3.7. Planned Shutdown of **Computer System** or **Network**

Shutdown of **Computer System** or **Network** planned by the **Insured** or a **Third Party Supplier**.

3.8. **Product Liability**

Any **Claim** arising from a **Product**.

3.9. An act or omission of a third party

Any **Claim** caused by or attributable to an act or omission of a third party to the extent that a subrogation **Claim** against such third party is prevented by reason of an agreement with the **Insured**.

3.10. War

War, hostilities or warlike operations (whether war is declared or not), invasion, civil uprisings, riot, rebellion, insurrection, illegal strikes.

3.11. Terrorism/ Terrorist Activity

For the purposes of this term, terrorist activity includes actions by a person or persons whether singly or in groups for the achievement of political, religious, ethnic or ideological aims that are apt to spread fear or terror amongst the population or parts of the population in order to exert influence on a government, state, public authority or company or institution. Terrorist activity can include, but is not limited to, the use of force or violence or the threat thereof. Also excluded is any **Loss** or expense of whatever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing or suppressing terrorist activity.

3.12. Government action

Any intervention, order, decree or other action of a government, state or public authority.

3.13. Unsolicited Material

Unsolicited communications or sending or distribution of messages using the telephone or other media.

3.14. Pornographic content, advertising, prize competitions or games of chance.

3.15. Unauthorised or Unlawfully collected Data

The **Insured's** use of data or software, video or audio recording that it is not authorised to use.

3.16. Betterment

All or part of a **Claim** to the extent that it results in an improvement to a **Computer System** or **Network** or places the **Insured** in a better position than prior to the event giving rise to such **Claim**.

#### 3.17. Conduct

Any **Claim** arising from dishonesty, fraudulent acts, criminal breach or malicious acts or omissions of the **Insured**.

#### 3.18. Prior and Pending **Claims**

- a) Any **Claim** made against the **Insured** prior to inception of the **Policy**.
- b) Any **Claim** involving a **Circumstance** notified to an **Insurer** prior to the inception of the **Policy**.
- c) Any **Claim** involving a **Circumstance** of which the **Insured** became aware prior to inception of the **Policy** which the **Insured** knew or ought reasonably to have known had the potential to give rise to a **Claim**.

#### 3.19. Failure of Utility and Infrastructure

Any **Claim** arising directly or indirectly from the failure or interruption or outage however caused including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, wireless communications, data transmission lines, cable, satellite, telecommunications, or internet or any component thereof including hardware, software, or any other infrastructure, services, equipment or facilities whether provided to the **Insured** or a **Third Party Supplier** save where expressly covered by this **Policy**.

#### 3.20. Wear and Tear

The wear and tear, progressive or gradual reduction in performance of information technology software or systems of the **Insured** arising from its ageing or from the failure by the **Insured** or those acting on behalf of the **Insured** reasonably to maintain, service, update or replace the same.

#### 3.21. Employment Practises

Any **Claim** arising directly or indirectly from any current or former or prospective **Employee** in respect of any obligation owed by the **Insured** as employer including

without limitation any unfair

or wrongful dismissal, breach of employment contract, humiliation, harassment, discrimination or like conduct.

#### 3.22. Licensing Fees

Any failure of the **Insured** to make payments under a licence agreement, royalties, payments for infringement of copyright or patent.

#### 3.23. Nuclear

Ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 3.24. 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.

#### 3.25. 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;

#### 3.26. 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;

#### 3.27. Intellectual Property

any infringement of patents and trade secrets or to **Loss** of rights to secure registration of patents due to an unauthorised disclosure. However this exclusion shall not apply to coverage afforded under section C Media Liability if opted.

#### 3.28. Trading

any **Losses** or liabilities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal funds, currencies, foreign exchange, and the like.

## 4. GENERAL CONDITIONS

### 4.1. Limit of Liability

- a) the **Limit of Liability** as stated in the **Schedule** represents the maximum amount, subject to any **Sub-Limit**, that the **Insurer** is liable to pay in respect of any **Claim, Circumstance, or Loss**, including **Costs**, or any other amount payable by the **Insurer** under the **Policy** (including any payment of fees or expenses to a **Loss Adjuster**) and shall be applied against the **Maximum Limit of Liability**.
- b) the **Maximum Limit of Liability** as stated in the **Schedule** represents the maximum amount that the **Insurer** is liable to pay in respect of all **Claims, Circumstances, or Losses**, including **Costs**, or any other amount payable by the **Insurer** under the **Policy** (including any payment of fees or expenses to a **Loss Adjuster**).

### 4.2. Period

The **Period of Insurance** provided by this **Policy** shall commence and terminate on the dates specified in the **Schedule**, subject to earlier termination as provided herein.

### 4.3. Deductible

In respect of each and every **Loss** or event covered by this **Policy**, the **Insured** shall bear that part of any **Claim, Circumstance, Costs or Loss** up to the amount of the Deductible stated in the **Schedule** and in respect of Business Interruption additionally attributable to the Waiting Period as stated in Section B Business Interruption.

### 4.4. Premium

The Premium shall be as stated in the **Schedule**.

The **Insured** undertakes that the Premium will be paid in full to the **Insurer** in accordance with IRDAI regulation 64VB.

### 4.5. Duty of fair presentation

- 4.5.1. At inception and renewal of this **Policy** and also whenever changes are made to it



at the

**Insured's** request the **Insured** undertakes to:

- a) Disclose to the **Insurer** all material facts in a clear and accessible manner; and
- b) Not misrepresent any material facts.

4.5.2. If the **Insured** does not comply with this clause the **Insurer** may:

- a) Avoid the **Policy** and refuse all cover where any non-disclosure or misrepresentation is deliberate or reckless in which case any premium paid will be retained by the **Insurers**; and
- b) Be entitled to recover any amount already paid for any **Claims, Circumstance, Costs** or **Loss**.

4.5.3. If the **Insured** does not comply with this clause and the non-disclosure or misrepresentation is not deliberate or reckless this **Policy** may be affected in one or more of the following ways.

- a) If the **Insurer** would not have provided any cover it will be entitled to:
  - i. Avoid the **Policy** and repay the premium paid; and
  - ii. Recover any amount already paid for any **Claims, Circumstance, Costs** or **Loss**.
- b) If the **Insurer** would have applied different terms to the cover it will be entitled to treat this **Policy** as if those different terms apply. The **Insurer** may recover any payments made to the extent that such sums would not have been payable had such additional terms been applied.
- c) If the **Insurer** would have charged a higher premium for providing the cover it will notify the **Insured** of additional premium which the **Insured** shall pay in full.

#### 4.6. Fraudulent **Claims**

If the **Insured** or anyone acting on the **Insured's** behalf:

- a) Makes a fraudulent or exaggerated **Claim** under this **Policy**; or
- b) Uses fraudulent means or devices including the submission of false or forged documents in support of a **Claim** or amount of a **Claim** whether or not the **Claim** is itself genuine; or
- c) Makes a false statement in support of a **Claim** whether or not the **Claim** is itself genuine; or
- d) Submits a **Claim** under this **Policy** for **Loss** or **Damage** which the **Insured** or anyone acting on the **Insured's** behalf or in connivance with the **Insured** deliberately caused; or
- e) Realises after submitting what was reasonably believed to be a genuine **Claim** under this **Policy** and then fails to tell the **Insurer** that no or less **Loss** or **Damage** has been suffered; or
- f) Suppresses information which the **Insured** knows would otherwise enable the **Insurer** to refuse to pay a **Claim** in whole or in part under this **Policy**

The **Insurer** will be entitled to refuse to pay the whole of the **Claim** and recover any sums that the

**Insurer** has already paid in respect of the **Claim**.

The **Insurer** may also notify the **Insured** that it will be treating this **Policy** as having terminated with effect from the date of any of the acts or omissions set out in clauses (a) to (f) of this Condition.

If the **Insurer** terminates this **Policy** under this clause the **Insured** will have no cover under the

**Policy** from the date of termination and not be entitled to any refund of premium.

#### 4.7. Related **Claims**

Any **Claims**, **Circumstances**, **Costs** or **Losses** arising from:

- a) a single originating cause; or
- b) a series of related causes; or

c) the acts or omissions of the same person or persons

shall be deemed to be one event and aggregated for the purposes of this **Policy** including the Deductible, **Limit of Liability** and **Maximum Limit of Liability** irrespective of their time or place provided always where there is a series of related causes or multiple acts or omissions of the same person or persons and the first such event occurs during the **Period of Insurance**.

#### 4.8. Other insurance

The insurance afforded by this **Policy** is excess over and reduced by any other valid and collectable insurance available to the **Insured**. Valid and collectable insurance includes any self- insurance plan which would be applicable to the **Loss**.

#### 4.9. Cancellation

The **Insured** or the **Insurer** may cancel this **Policy** by mailing or delivering written notice of cancellation to the other, at least thirty (30) days before the effective date of cancellation. Notice of cancellation will state the effective date of cancellation. The **Period of Insurance** then in effect will end on that date. If this **Policy** is cancelled, the **Insurer** will send the **Insured** any premium refund due. If the **Insurer** cancels this **Policy**, the refund will be pro rata. If the **Insured** cancels this **Policy**, premium for the **Policy** year will be refunded in accordance with the short rate premium table of the **Insurer** given below. The cancellation will be effective even if the **Insurer** has not made or offered a refund of premium.

However, no premium refund is applicable if there is a **Claim** or notification of any occurrence which may give rise to a **Claim** prior to the above cancellation date.

Short Period Scale:

Period (Not exceeding)	Rate
1 week	10% of the Annual rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate

6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

#### 4.10. **Policy** Territory

Cover is provided under this **Policy** where the **Insured** carries on **Business** and **Claims** are made in a country or countries included in the **Policy** Territory as stated in the **Schedule**.

#### 4.11. Termination and Insolvency

Either party will have the right to terminate the **Policy** immediately by giving notice in writing to the other party:

- a) If the performance of the **Policy** is prohibited or becomes impossible in consequence of any law or regulation in force in any relevant country or if any law or regulation shall prevent the payment of any balance due under the **Policy** to or from either party.
- b) If the other party is unable to pay its debts within the meaning of any insolvency legislation in any jurisdiction that applies to that party.
- c) If the other party is put into liquidation or comes under the control of another company or transfers the **Business** which is the subject matter of this **Policy**.

#### 4.12. Obligations of **Insured**

The **Insured** shall take reasonable steps to prevent or minimise any **Claim**, **Circumstance**, **Costs** or **Loss** under this **Policy**.

Without limitation to this condition, the **Insured** shall maintain up-to-date security measures in relation to its information technology including virus scanners, firewalls, encryption systems, back-up, server protection and any other systems as may be reasonable for its **Business**. Where the information technology of the **Insured** is outsourced the **Insured** shall ensure that the terms of contractual arrangements that apply are adhered to and that such contracts are maintained or renewed with appropriate suppliers reflecting the needs of its **Business**.

#### 4.13. Rights of Third Parties

No term of this **Policy** shall be enforceable by a person who is not identified in this **Policy** as the **Insurer** or **Insured**.

#### 4.14. Law and Jurisdiction

This **Policy** shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this **Policy** shall be resolved exclusively by the courts of India.

#### 4.15. Notices

Any notice to be given in relation to this **Policy** must be given in writing.

This

includes instantaneous means of communication provided they are permanent or retrievable.

Address for Notification:

Magma General Insurance Limited, Equinox  
Business Park, Tower 3, Ambedkar Nagar,  
2nd Floor, Unit Number 1B & 2B, LBS Marg,  
Kurla (West), Mumbai - 400070,  
Maharashtra, India.

#### 4.16. Intermediary

The intermediary through whom all communications and payments relating to this **Policy** is as identified as the Broker in the **Schedule**.

#### 4.17. Entire agreement

The **Policy** comprises the entire and only agreement between the **Insurer** and **Insured**

governing the same subject matter as the **Policy**.

No failure or delay by the **Insurer** or **Insured** to exercise any right or remedy provided by law or pursuant to this **Policy** shall impair such right or remedy or be construed as a waiver or variation or preclude its exercise at any subsequent time.

No single or partial remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

In the event that any term of this **Policy**, or part of any term, is found to be invalid

or unenforceable, the remainder of the term or the other terms of the **Policy** shall remain in full force and effect.

#### 4.18. Amendment and variation

No variation of this **Policy** will be effective unless evidenced in writing and signed by an authorised signatory of the **Insurer**. Variations sent by instantaneous means of communication

shall be effective provided they are capable of being shown by means of permanent or retrievable record to have been agreed or authorised by an authorised signatory of the **Insurer**.

#### 4.19. Force Majeure

Neither the **Insured** nor the **Insurer** shall be deemed in default for any cessation, interruption or delay in performance of this **Policy** due to **Circumstances** beyond its reasonable control including without limitation earthquake, flood, fire, storm, natural disaster, governmental act, war, armed conflict, terrorist action, labour strike, lock-out or boycott provided that as soon as reasonably practicable written notice of such **Circumstance** is provided to the other party and it shall take all reasonable steps to mitigate its effect and resume performance of its obligations as soon as reasonably possible after the removal of the cause of the cessation, interruption or delay.

#### 4.20. Sanctions

This **Policy** does not provide any cover or benefit for any **Business** or activity or **Claim** arising under this **Policy** to the extent that:

- a) such cover and/or
- b) such **Business** or activity and/or
- c) such **Claim**

would expose the **Insurer** at the inception of this **Policy** or any time thereafter to the risk of being or becoming subject to or in breach of and/or would violate any applicable economic **Regulatory** or trade sanction embargo law or regulation or adverse action of the United Kingdom and/or the United Nations and/or the United States of America and/or the European Union/European Economic Area and/or

India and/or any other applicable national economic or trade sanction law or regulations

**Insurers** hereon may on such notice in writing as the **Insurer** may decide cancel the **Insurer's** participation under this **Policy** in **Circumstances** where the **Insured** has exposed or may in the opinion of the **Insurer** expose the **Insurer** to the risk of being or becoming subject to or in breach of any applicable economic **Regulatory** or trade sanction embargo law or regulation or adverse action in any form whatsoever against or in respect of Iran or any other country government administration or regime promulgated by the executive legislative other competent governmental agency **Regulatory** authorities or competent court of the United Kingdom and/or the United Nations and/or the United States of America and/or the European Union/European Economic Area and/or India.

#### 4.21. Bribery

In performing their obligations under this **Policy**, neither the **Insured** nor the **Insurer** shall offer any bribe or facilitation payment to any public official or other person nor cause or permit a breach of any bribery or anti-corruption law.

#### 4.22. Data protection

The **Insured** and the **Insurer** undertake that they are compliant and shall remain compliant with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 their successor laws, or similar laws in any other relevant jurisdiction so far as is required in relation to the performance of their obligations under this **Policy**.

The **Insured** and the **Insurer** undertake that they shall inform the other if an enforcement notice under the the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 their successor laws, or similar laws in any other relevant jurisdiction is served upon it and such notice is relevant to the performance of its obligations under this **Policy**.

#### 4.23. Subrogation

The **Insurer** shall be subrogated to all of the **Insured's** rights of recovery to the extent of any payment under this **Policy**. The **Insured** shall take steps necessary to preserve **Insurer's** rights of subrogation and shall give all assistance in the

exercise of such rights as the **Insurer** may require. The **Insurer** shall not exercise any subrogation rights against an **Employee** of the **Insured** save where the dishonest criminal or fraudulent conduct of that **Employee** has contributed to a **Loss** in respect of which the **Insurer** has made a payment under this **Policy**.

#### 4.24. Assignment

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

#### 4.25. Arbitration

This contract shall be governed and construed in accordance with the laws of India.

“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.”

#### 4.26. Governing Law

This **Policy** shall be governed by and construed in accordance with the laws of Republic of India. The **Insurer** and the **Insured** shall submit to the exclusive jurisdiction of the courts of India over any matter arising under or in connection with this **Policy**.

#### 4.27. 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.

#### 4.28. Merger or Acquisition

If during the **Period of Insurance** a Merger or Acquisition occurs, the **Insurer** shall only be liable to make any payment under this **Policy** in relation to any **Loss** or **Claim**, based upon or attributable to any **Information Security Breach** covered hereunder which occurred prior to the date on which the Merger or Acquisition is legally effective in the jurisdiction in which it occurs. The



**Policyholder** shall give the **Insurer** written notice of the Merger or Acquisition as soon as practicable after the **Policyholder** first becomes aware of the Merger or Acquisition.

Merger or Acquisition means:

- (a) the merger of the **Policyholder** with, or consolidation into, another entity; or
- (b) the sale of all or the majority of the **Policyholder's** assets to another entity; or
- (c) the acquisition by any natural person or entity acting alone or in concert of securities or voting rights which results in ownership or control by the natural person or entity of more than 50% of the outstanding securities representing the present right to vote for the election of the board of directors of the **Policyholder**.

#### 4.29. New Subsidiaries

If during the **Period of Insurance** any **Company** creates or acquires a new **Subsidiary**, it shall automatically be covered under this **Policy** provided that:

- a) the **Subsidiary** created or acquired does not have a turnover exceeding 10% of the consolidated net turnover of the **Policyholder** at the time of inception of the **Policy**;
- b) the **Subsidiary** is not a Financial Institution, telecommunication company, IT **Service Provider** or derives more than 50% of its turnover from online sales; and
- c) the **Subsidiary** is not domiciled in the United States of America or its territories or possessions and derives not more than 50% of its turnover from activities in the United States of America or its territories or possessions.

#### 4.30. Receivership, liquidation

If a receiver, liquidator, administrator or equivalent under the laws of any jurisdiction is appointed to any **Insured** during the **Period of Insurance**, the **Insurer** shall only be liable to make any payment under this **Policy** in relation to

any **Loss** based upon or attributable to any Data Breach, Privacy Breach, Cyber Extortion Threat or Wrongful Act covered hereunder which occurred prior to the effective date of such appointment.

#### 4.31. Legal Action against the **Insurer**

No person or organization has a right under this **Policy** to join the **Insurer** as a party or otherwise bring the **Insurer** into a suit asking for **Damages** from an **Insured**.

#### 4.32. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the **Insurer** of the **Insurer's** obligations under this **Policy**.

#### 4.33. Extended Reporting Period

Except in case of cancellation for non-payment of premium, if the **Insurer** or the **Insured** cancels or declines to renew this **Policy** and the **Insured** does not take out substantially similar cover with another **Insurer**, the **Insured** shall be entitled to Extended Reporting Period commencing after the effective date of such cancellation or non-renewal, but only for a Wrongful Act committed prior to such effective date, as below:

- i. 90 days automatic for no additional premium.
- ii. 12 months, upon payment of an additional premium, as stated in the **Schedule** as a percentage of the annual premium.

If the **Insured** elects to purchase the Extended Reporting Period, then, the **Insured** must make any request for the Extended Reporting Period in writing, and pay any applicable additional premium, within 45 days after the expiry of the **Policy**.

Extended Reporting Periods do not extend the **Period of Insurance** or change the scope of coverage provided.

They apply only to **Claims** that occurs before the end of the **Period of Insurance** but not before the **Retroactive Date**, if any, shown in the **Schedule**;

The Extended Reporting Period is not cancellable by the **Policyholder** and any premium payable for the Extended Reporting Period is non-refundable.

#### 4.34. Other Conditions

This **Policy** and the **Schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear.

The terms of this **Policy** shall not be waived altered or changed in any way except by

**Endorsement(s)** issued by the **Insurer**.

#### 4.35. Notice of **Claims** and **Circumstances**

The **Insured** shall give written notice as soon as possible of any **Occurrence** giving rise to or which may give rise to a **Claim** under this **Policy** including full particulars of the **Occurrence**.

The **Insured** shall notify the **Insurer** in writing immediately on receipt of knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any **Occurrence** for which there may be liability under this **Policy**. The **Insured** shall, upon receipt of any notice of an alleged **Claim** / complaint from appropriate authority, forthwith furnish the same to the **Insurer**. The **Insured** shall also furnish the copies of such documents, as prescribed by the rules, which are submitted and forwarded by the appropriate authority and/or any proposed responses, if any, by the **Insured** to the appropriate authorities.

The **Insured** shall forward to the **Insurer** as soon as possible upon receipt every **Claim** notice letter verbal notice of **Claim** or other originating process or any other relevant document served on the **Insured**.

Address for sending Notice:  
The **Claims** Manager;

Magma General Insurance Ltd.,  
Equinox Business Park, Tower 3,  
Ambedkar Nagar, 2nd Floor, Unit  
Number 1B & 2B, LBS Marg, Kurla  
(West), Mumbai - 400070,  
Maharashtra, India.

#### 4.36. Duties of the **Insured**

The **Insured** shall at all times at their own expense produce, procure and give to

the **Insurer** all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the **Claim** (verified by statutory declaration, if so required) and the origin and cause of the **Loss** and the **Circumstances** under which the **Loss** or **Damage** occurred, and any matter touching the liability or the amount of the liability of the **Insurer** as may be reasonably required by or on behalf of the **Insurer** together with a declaration on oath or in other legal form of the truth of the **Claim** and of any matters connected therewith.

The **Insured** shall make or give no admission offer promise payment or indemnity without the written consent of the **Insurer**.

The **Insured** shall retain unaltered and unrepaired anything connected with the Occurrence for as long as the **Insurer** may reasonably require.

#### 4.37. Defence and Settlement

The **Insurer** shall be entitled to conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any **Claim** and shall have sole discretion in the conduct of any proceedings including choice of counsel and in the settlement of any **Claim**.

#### 4.38. Renewal

If the **Period of Insurance** set forth in the **Policy Schedule** is at least one (1) year, at the end of such period and on each anniversary thereof, upon prior submission of any underwriting information requested by the **Insurer** and payment of the applicable premium, the **Period of Insurance** may be continued for a period of one (1) year by issuance by the **Insurer** of a renewal **Policy**. The **Insurer**, however, has no obligation to offer any such renewal or any extension of this **Policy**.

## COMPLAINTS PROCEDURE

**Magma General Insurance Limited** aims to provide its clients with a high standard of service. Consequently, should we fail to meet your expectations, we will aim to resolve your concerns promptly and fairly.

In the first instance, any concerns should be directed to your usual contact or to the manager of the department with which you usually deal. If we cannot resolve your concerns within **1** working day, we will acknowledge your complaint in writing within 7 working days and let you know when an answer might be expected.

If you remain dissatisfied with our response, we have an escalation process for ensuring that a senior member of staff reviews your complaint. You can invoke this by stating to the individual that is handling your complaint that you wish to escalate it.

Alternatively, you may write to:

### The Compliance Officer

Magma General Insurance Limited Equinox  
 Business Park, , Tower 3, Ambedkar Nagar, 2nd Floor,  
 Unit Number 1B & 2B, LBS Marg, Kurla (West),  
 Mumbai - 400070, Maharashtra, India.

Phone: +91 22 67284800

## Address & Contact Details of Ombudsmen Centers

Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, <b>Ahmedabad - 380001.</b> Tel nos: 079-25501201/02/05/06 email: bimalokpal.ahmedabad@gbic.co.in	Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Janak Vihar Complex, 6, Malviya Nagar, <b>BHOPAL-462 003.</b> Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building, Sector 17-D, <b>CHANDIGARH-160 017.</b> Tel.:- 0172-2706468/2772101 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312),	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, <b>NEW DELHI-110 002.</b>

Anna Salai, Teynampet, <b>CHENNAI-600 018.</b> Tel:- 044-24333668 /24335284 Fax : 044-24333664 Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>	Tel:- 011-23234057/23232037 Fax : 011-23230858 Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>
Office of the Insurance Ombudsman, "JeevanNivesh", 5 <sup>th</sup> Floor, S.S. Road, <b>GUWAHATI-781 001.</b> Tel:- 0361-2132204/5 Fax : 0361-2732937 Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>	Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b> Tel : 040-65504123/23312122 Fax: 040-23376599 Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, <b>ERNAKULAM-682 015.</b> Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R.Avenue, <b>KOLKATA - 700072</b> Tel No: 033-22124339/22124346 Fax: 22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001.</b> Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>	Office of the Insurance Ombudsman, 3rd Floor, JeevanSeva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054.</b> Tel : 022-26106960/26106552 Fax : 022-26106052 Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>
Office of the Insurance Ombudsman, Ground Floor, JeevanNidhi II, Bhawani Singh Road, <b>JAIPUR – 302005.</b> Tel: 0141-2740363 Email: <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>	Office of the Insurance Ombudsman, 3rd Floor, JeevanDarshan, N.C. Kelkar Road, Narayanpet <b>PUNE – 411030.</b> Tel: 020-32341320 Email: <a href="mailto:Bimalokpal.pune@gbic.co.in">Bimalokpal.pune@gbic.co.in</a>
Office of the Insurance Ombudsman, 24th Main Road, JeevanSoudha Bldg., JP Nagar, 1st Phase, Ground Floor <b>BENGALURU – 560025.</b> Tel No: 080-26652049/26652048 Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	Office of the Insurance Ombudsman, 4th Floor, BhagwanSahai Palace, Main Road, Naya Bans, Sector-15, <b>NOIDA – 201301.</b> Tel: 0120-2514250/51/53 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>
Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <b>PATNA – 800006</b> Tel No: 0612-2680952 Email id : <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>	Office of the Insurance Ombudsman, Jeevan Nidhi Bldg., Gr. Floor, Bhawani Singh Marg, <b>Jaipur - 302 005.</b> Tel.: 0141 2740363 Email: <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>