

Liberty General Insurance Limited

Corporate Identity Number: U66000MH2010PLC269656. IRDAI Registration No.150
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UIN: IRDAN150CPLB0031V01202627



LIBERTY CYBER RESOLUTION INSURANCE POLICY POLICY WORDINGS

IMPORTANT NOTICES

CLAIMS MADE INSURANCE

The Third-Party Liability Insuring Agreements of this **Policy** provide coverage on a claim made and notified basis and apply only to Claims first made during the **Policy Period** or an applicable Extended Reporting Period, and notified to the Insurer in accordance with Condition VIII B. Notice, for any Incident taking place after the Retroactive Date but before the end of the **Policy Period**.

The Insured should carefully read all of this **Policy**, including all definitions and, in particular, the exclusions, to ascertain the precise scope of cover afforded by this Policy. The Insured is advised to consult its insurance agent or broker to ensure a clear understanding of the Insured's rights and obligations under this **Policy**.

PRIVACY NOTICE

Liberty IRDAI Registration No.150 (Liberty) is part of the Liberty Mutual Group headquartered in the United States.

We collect personal information to provide insurance products and services, manage claims and support related business operations. This may include information collected from insurance brokers, intermediaries, or directly from you. If you do not provide the personal information requested, we may be unable to offer the appropriate type or level of service.

Your personal information may be disclosed to Liberty's related entities, reinsurers, insurance intermediaries, loss adjusters, legal and professional advisors and other service providers. We may also store your information with third party cloud or electronic storage providers.

Some recipients may be located overseas within **Liberty** Insurance Group entities/affiliates for the specific purpose of claim settlement quality, data analysis purpose, reinsurance and related services Where reasonably necessary, your information may be transferred to countries without comparable data protection laws to deliver the services you request. By engaging with Liberty, you consent to these cross-border transfers unless you notify us otherwise in writing.

We are committed to protecting your privacy and ensuring transparency in how we use your personal information. As part of this commitment, we confirm **Liberty** does not currently use automated decision-making (ADM).

You may access or seek correction of your personal information, make a privacy complaint, or raise any queries by contacting care@libertyinsurance.in.

If you require a physical mailing address, please contact above email id.

For more information, and to view the relevant privacy policy for your jurisdiction, visit: **India Privacy Policy**

If you provide **Liberty** with personal or sensitive information about other individual, you must ensure they are aware of this notice and have consented to the disclosure. If you have not done so, please inform **Liberty** before sharing their data.

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Please refer to the schedule, which specifies which insuring agreements and coverage extensions the named insured has purchased. If an insuring agreement or coverage extension is specified as “applicable”, it has been purchased and will apply. If an insuring agreement or coverage extension is specified as “not applicable”, it has not been purchased and coverage under that insuring agreement or coverage extension will not apply.

In consideration of the payment of **Premium**, in reliance on the **Application**, and subject to the **Schedule** and all terms and conditions of this **Policy**, the **Insurer** and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

FIRST-PARTY INSURING AGREEMENTS

Incident Management

The **Insurer** will indemnify the **Insured Organisation** for **Incident Management Costs** that the **Insured Organisation** incurs as a direct result of:

1. an actual, alleged or suspected **Computer Attack**, **Privacy Incident**, or **System Failure**; or
2. an actual **Extortion Threat**,

that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Data Restoration

The **Insurer** will indemnify the **Insured Organisation** for **Data Restoration Costs** that the **Insured Organisation** incurs as a direct result of a **Computer Attack** or **Extortion Threat** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Business Interruption

The **Insurer** will indemnify the **Insured Organisation** for **Income Loss** during the **Interruption Period** and **Extra Expense** that the **Insured Organisation** incurs, caused by a **Business Interruption** that is a direct result of a **Computer Attack** or **System Failure** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Supply Chain Interruption

The **Insurer** will indemnify the **Insured Organisation** for **Income Loss** during the **Interruption Period** and **Extra Expense** that the **Insured Organisation** incurs, caused by a **Supplier Interruption** that is a direct result of a **Computer Attack** or **System Failure** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Cyber Extortion

The **Insurer** will reimburse the **Insured Organisation** for **Extortion Loss** that the **Insured Organisation** incurs as a direct result of an **Extortion Threat** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Bricking

The **Insurer** will indemnify the **Insured Organisation** for **Bricking Expense** that the **Insured Organisation** incurs as a direct result of a **Computer Attack** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Betterment

The **Insurer** will reimburse the **Insured Organisation** for **Betterment Costs** that the **Insured Organisation** incurs as a direct result of a **Computer Attack** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Funds Transfer Fraud

The **Insurer** will indemnify the **Insured Organisation** for loss of **Money** or **Securities** that the **Insured Organisation** incurs as a direct result of a **Funds Transfer Incident** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Deceptive Transfer Fraud

The **Insurer** will indemnify the **Insured Organisation** for the loss of **Money**, **Securities**, or **Goods** that the **Insured Organisation** incurs as a direct result of a **Social Engineering Incident** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Computer Fraud

The **Insurer** will indemnify the **Insured Organisation** for the loss of **Money** or **Securities** that the **Insured Organisation** incurs as a direct result of a **Computer Attack** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Cryptojacking Fraud

The **Insurer** will indemnify the **Insured Organisation** for **Cryptojacking Fraud Loss** that the **Insured Organisation** incurs as a direct result of **Cryptojacking** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

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Telecommunication Fraud

The **Insurer** will indemnify the **Insured Organisation** for **Telecommunication Fraud Loss** that the **Insured Organisation** incurs as a direct result of a **Computer Attack** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

THIRD-PARTY INSURING AGREEMENTS

Security & Privacy Liability

The **Insurer** will pay on behalf of the **Insured** all **Damages** and **Claim Expenses** because of a **Claim** first made against an **Insured** during the **Policy Period** for a **Computer Attack**, **Privacy Incident**, or **Extortion Threat** that first occurs on or after the **Retroactive Date** as shown on the **Schedule** and prior to the end of the **Policy Period** and the **Insured** gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Regulatory Liability

The **Insurer** will pay on behalf of the **Insured Organisation** all **Regulatory Fines & Penalties** and **Claim Expenses** the **Insured** becomes legally obligated to pay because of a **Regulatory Proceeding** first made against an **Insured** during the **Policy Period** for a **Computer Attack**, **Privacy Incident** or **Extortion Threat** that first occurs on or after the **Retroactive Date** as shown on the **Schedule** and prior to the end of the **Policy Period** and the **Insured** gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Payment Card Liability

The **Insurer** will pay on behalf of the **Insured Organisation** all **Payment Card Loss** and **Claim Expenses** for a **Claim** first made against an **Insured** during the **Policy Period** for a **Computer Attack** or **Privacy Incident** that first occurs on or after the **Retroactive Date** as shown on the **Schedule** and prior to the end of the **Policy Period** and which the **Insured** gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Media Liability

The **Insurer** will pay on behalf of the **Insured** all **Damages** and **Claim Expenses** because of a **Claim** first made against an **Insured** during the **Policy Period** and which the **Insured** gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice, for a **Media Wrongful Act** that first occurs on or after the **Retroactive Date** as shown on the **Schedule** and prior to the end of the **Policy Period**.

COVERAGE EXTENSIONS

Proof of Loss

The **Insurer** will reimburse the **Insured Organisation** for reasonable and necessary costs actually incurred by the **Insured Organisation** to prepare its **Proof of Loss** pursuant to Condition VIII.D Proof of Loss for all First-Party Insuring Agreements.

Reputational Harm

The **Insurer** will indemnify the **Insured Organisation** for **Income Loss** and **Extra Expense** that the **Insured Organisation** incurs during the **Reputational Indemnity Period** as a direct result of an **Adverse Publication** first published during the **Policy Period** and which the **Insured** gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Criminal Rewards

The **Insurer** will reimburse the **Insured Organisation** for **Criminal Rewards** incurred because of a **Computer Attack**, **Privacy Incident**, or **Extortion Threat** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

First-Party Cyber Property Damage

The **Insurer** will indemnify the **Insured Organisation** for direct physical damage to **Covered Property** caused by or resulting from a **Computer Attack** that an **Insured** first discovers during the **Policy Period** and gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Personal Harm

The **Insurer** will reimburse the **Insured Organisation** for **Personal Loss** incurred by a **Leader's Household** as a direct result of a **Computer Attack**, **Privacy Incident**, **Extortion Threat**, **Funds Transfer Incident**, or **Social Engineering Incident** that is initially directed against the **Insured Organisation** and first discovered by an **Insured** during the **Policy Period** and the **Insured** gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

Threat Management

The **Insurer** will pay for **Threat Management Expenses** to prevent a potential or actual **Computer Attack** or potential or actual **Extortion Threat** that is initially directed against the **Insured Organisation** and first discovered by the **Insured Organisation** or an **Insured Organisation's Threat Management Vendor** during the **Policy Period** and the **Insured** gives written notice of to the **Insurer** in accordance with Condition VIII.B Notice.

II. DEFINITIONS

Special meanings of certain words appearing other than in headers: The following words or terms shall have the meaning ascribed to them wherever they appear in this **Policy** in bold with first letter in capital unless otherwise more specifically stated elsewhere and references to the singular or to the masculine shall include references to the plural and to the feminine wherever the context so permits:

Additional Insured means any person or entity that the **Insured Organisation** is required by written contract or agreement to cover under this **Policy**, but such coverage only applies with respect to any **Claim**:

1. arising out of any **Incident** committed after the **Insured Organisation** and the **Additional Insured** entered into such written contract or agreement;
2. for any **Incident** committed by, on behalf of, or at the direction of the **Insured Organisation**; and
3. subject to the lesser of the limit of insurance required by such written contract or agreement and the applicable and available **Limit of Insurance** of this **Policy**.

However, no person or entity is deemed to be an **Additional Insured** with respect to any **Claim** arising solely out of such person or entity's independent act, error, or omission. In the event of a disagreement between the **Named Insured** and the **Additional Insured** as to whether the **Claim** arises solely out of such **Additional Insured's** independent act, error, or omission, it is agreed that the **Insurer** will abide by the determination of the **Named Insured** on this issue, and such determination will be made by the **Named Insured** within twenty (20) days of the notification to the **Insurer** of the applicable **Claim**.

Adverse Publication means a third-party communication published, presented, or made freely available to the general public in written, printed, electronic, radio, television, or digital form, which alleges that the **Insured Organisation** has incurred a **Cyber Incident**.

Separate or multiple **Adverse Publications** arising from same **Cyber Incident** are deemed one **Adverse Publication**.

Application means the application for insurance and any information, documents, attachments and other materials provided to the **Insurer** within twelve (12) months prior to the Inception Date shown on the **Schedule**, in connection with the request for coverage under this **Policy**. The **Insurer** will be deemed to have relied upon such information in binding this insurance, whether this is the first policy, a renewal policy, or replacement policy.

Betterment Costs means reasonable and necessary costs or expenses incurred by the **Insured Organization**, with the **Insurer's** prior written consent, for:

1. **Hardware Improvement**; and
2. **Data Improvement**.

Bricking Expense means reasonable costs or expenses incurred, with the **Insurer's** prior written consent, to replace the **Insured's** owned or leased laptops, desktops, or servers, that have been rendered non-functional due to a **Computer Attack**, where replacing such device(s) is a more cost-effective approach than repairing such device(s) or reconstituting **Electronic Data** onto such device(s).

Bricking Expense does not include:

1. costs or expenses to purchase any device that is not a direct replacement of a device which formed a part of the **Insured's Computer System** immediately prior to the discovery of a **Computer Attack**;
2. costs or expenses to replace **Operational Technology**; or
3. **Betterment Costs**.

Business Interruption means a material disruption to the **Insured Organisation's** business operations caused by the:

1. actual full or partial interruption, degradation, or failure of the **Insured's Computer System**; or
2. voluntary and intentional shutdown by the **Insured Organisation** of the **Insured's Computer System** to:
 - a. contain an actual **Computer Attack** or **System Failure**;
 - b. mitigate or reduce potential **Income Loss** that would otherwise arise as a direct result of an actual **Computer Attack** or **System Failure**; or
 - c. comply with an express demand by a governmental entity in its regulatory and official capacity to shut down the **Computer System** because of an actual **Computer Attack** or **System Failure**.

Claim means any:

1. written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
2. civil or criminal proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading, or the return of an indictment;
3. arbitration, mediation, or other alternative dispute resolution proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the receipt of a written demand, or service of a complaint or similar pleading;
4. written request made to an **Insured** to toll or waive a statute of limitations applicable to 1. to 3. of this definition; or
5. solely with respect to the Regulatory Liability Insuring Agreement, institution of a **Regulatory Proceeding** against an **Insured**,

and where applicable, any appeal therefrom.

Claim Expenses means reasonable and necessary:

1. legal fees, costs and expenses incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in the investigation, adjustment, defence or appeal of a **Claim**; or
2. cost of any bond or appeal bond required in any defended suit, provided that the **Insurer** is not obligated to apply for or furnish any such bond.

Claim Expenses includes up to INR 50,000 per day, subject to a maximum total amount of INR 10,00,000 for loss of earnings due to a natural person **Insured's** attendance in court, if at the **Insurer's** request.

Claim Expenses does not include any salary, wages, overhead, or other charges by the **Insured** with respect to any time spent in cooperating in the defence and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this **Policy**, or costs to comply with any regulatory orders, settlements or judgments.

Classic Computer Attack means any **Computer Attack** that is not a **Quantum Computer Attack**.

Computer Attack means:

1. with respect to all Coverage Extensions and Insuring Agreements, other than the Supply Chain Interruption Insuring Agreement, malicious or fraudulent:
 - a. unauthorised access to, or use of, the **Insured's Computer System**;
 - b. denial of an authorised user's access to, or use of, the **Insured's Computer System**; or
 - c. compromise of the confidentiality, integrity, or availability of the **Insured's Computer System**, or the **Electronic Data** residing therein;and solely with respect to the Security & Privacy Liability Insuring Agreement, **Computer Attack** also means the failure of the **Insured** to prevent any of the above described in 1.a to c. of this definition, resulting in:
 - a. unauthorised access to, or use of, a third party's **Computer System**;
 - b. denial of an authorised user's access to, or use of, a third party's **Computer System**; or
 - c. compromise of the confidentiality, integrity, or availability, of a third party's **Computer System**, or the **Electronic Data** residing therein and;
2. solely with respect to the Supply Chain Interruption Insuring Agreement, malicious or fraudulent:
 - a. unauthorised access to, or use of, a **Supplier's Computer System**;
 - b. denial of an authorised user's access to, or use of, a **Supplier's Computer System**; or
 - c. compromise of the confidentiality, integrity, or availability, of a **Supplier's Computer System**, or the **Electronic Data** residing therein;regardless of whether caused by a **Classic Computer Attack** or a **Quantum Computer Attack**.

Computer System means a network of devices, such as computers, computer hardware components, software, artificial intelligence machine learning products and services, and all of the connected network equipment, peripheral devices, and mobile devices, that are programmable and work together to perform tasks and process information. **Computer System** includes **Operational Technology** except where specifically stated otherwise in this **Policy**.

Control Group means the Chief Executive Officer, Chief Financial Officer, Chief Information Security Officer, Chief Information Officer, Data Protection Officer, General Counsel, Director of Risk Management, or any individual in a functionally equivalent position in the **Insured Organisation**.

Covered Property means buildings and machinery or equipment permanently attached thereto or tangible property owned or leased by the **Insured Organisation** and within the **Insured Organisation's** direct control and used in the **Insured Organisation's** business.

Covered Property does not include aircraft, watercraft, vehicles, self-propelled machines that are licensed for use on public roads, property in transit, accounts, bills, currency, money, securities, evidences of debt, cryptocurrency, non-fungible tokens (NFTs), negotiable instruments of any kind, **Electronic Data**, **Media Material**, software, fine arts, precious metals or stones, trees, standing timber, shrubs, plants, animals, water, lawns, growing crops outside of buildings, land, or land on which **Covered Property** is located or property an **Insured** sells, gives away, or abandons, property loaned to an **Insured** or personal property of others in the **Insured's** care, custody, or control.

Criminal Rewards means reasonable amounts offered and paid by the **Insured Organisation**, with the **Insurer's** prior written consent, for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act, that results in the **Insurer** making a payment pursuant to any coverage under this **Policy**. This **Policy** does not cover amounts offered or paid for information provided by the **Insured**, the **Insured's** auditors, or any individual or counsel hired or retained in response to such illegal acts.

Cryptojacking means **Computer Attack** and exploitation of unused resources of an **Insured's Computer System**, without the **Insured's** consent or knowledge, for the purpose of mining cryptocurrency.

Cryptojacking Fraud Loss means increased costs of **Infrastructure** arising from **Cryptojacking**; provided, however, that such increased costs for the related **Infrastructure**:

1. are charged to the **Insured Organisation** in a billing statement that shows actual usage or consumption details;
2. arise from additional usage or consumption of related **Infrastructure**;
3. do not arise from normal seasonal variation in the **Insured Organisation's** consumption of **Infrastructure**;
4. do not arise from a variable or fluctuating rate or fee structure for the respective service; and
5. are incurred during the **Policy Period**.

Cyber Incident means a **Computer Attack, Privacy Incident, Extortion Threat, System Failure, Funds Transfer Incident, Social Engineering Incident** or **Cryptojacking**.

Damages means:

1. a monetary judgment, award, award for pre-judgment or post-judgment interest, settlement, or amount that an **Insured** becomes legally obligated to pay on account of any **Claim**;
2. punitive, exemplary, or multiple damages that an **Insured** is legally obligated to pay to the extent such damages or penalties are insurable under the laws of the applicable jurisdiction, which has a substantial relationship to the **Claim** giving rise to such damages; or
3. solely with respect to the Regulatory Liability Insuring Agreement, **Regulatory Fines & Penalties**;

Damages does not include:

- a. future or undue profits, royalties, restitution, costs of licensing, disgorgement of profits, or unjust enrichment;
- b. costs owed by an **Insured** to comply with a request or order granting injunctive or equitable relief;
- c. return or offset of any fees, commissions, profits, or charges for goods or services already provided or contracted to be provided;
- d. any amounts owed by an **Insured** to the owner of intellectual property rights associated with copyrighted software;
- e. taxes or loss of tax benefits;
- f. fines, sanctions or penalties, unless insurable by law in the applicable jurisdiction;
- g. liquidated damages, contractually agreed-to penalties or amounts an **Insured** has agreed to pay pursuant to a written contract or agreement, unless such liability would have attached to the **Insured** in the absence of such written contract or agreement
- h. cost guarantees, cost representations, contract price, pricing guarantees, or estimates of probable costs or cost estimates being exceeded, or any guarantee or promise of cost savings, return on investment, or profitability;
- i. discounts, credits, coupons, prizes, awards, redemption, or other incentives;
- j. costs for the reprinting, recall, or removal of **Media Material** or products containing such **Media Material**;
- k. any financial trading losses, trading liabilities, lost trading opportunities, change in account values, transfer of monies, securities or value associated with electronic fund transfer;
- l. any amounts for which an **Insured** is not legally liable, or for which there is no legal recourse against the **Insured**;
- m. matters uninsurable under the laws pursuant to which this **Policy** is construed; or
- n. money, including but not limited to digital currency, or securities of an **Insured** stolen or lost through the transfer of such money, digital currency or securities from or to an **Insured's** accounts or accounts under an **Insured's** control, including but not limited to customer accounts.

Data Improvement means improved or upgraded replacement of the **Insured's Electronic Data** lost or damaged in an actual **Computer Attack** when it is more cost-effective than restoring or reconstituting such **Electronic Data** to its prior form.

Data Privacy Law means any law, statute, or regulation that governs the confidentiality, integrity, access, control, processing, transfer, sale, disposal, retention, deletion, correction, or use, of **Protected Information** or that require the **Insured Organisation** to have a published or accessible privacy policy, or notify individuals in the event that such information is, or is potentially, accessed or disclosed without authorisation.

Data Restoration Costs means reasonable and necessary expenses and costs incurred to restore, recreate, or replace the **Insured's Electronic Data** lost or damaged in an actual **Computer Attack** or **Extortion Threat** to the same equivalent condition immediately prior to such **Computer Attack** or **Extortion Threat**, including but not limited to expenses for materials, machine time and employee working time to replace, recreate or restore **Insured's Electronic Data**. **Data Restoration Costs** include reasonable and necessary expenses and costs to recreate or replace the **Insured's Electronic Data** lost or damaged in an actual **Computer Attack** or **Extortion Threat** with newer, upgraded, or improved versions of such **Electronic Data** when it is a more cost-effective approach than restoring or reconstituting **Electronic Data**.

Data Restoration Costs do not include:

1. the monetary value of profits, royalties, or lost market share related to **Electronic Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Electronic Data**;

2. any internal salary or overhead expenses of the **Insured Organization**; or
3. **Bricking Expense** or **Betterment Costs**.

Electronic Data means machine-readable information within a **Computer System**.

Escrow Account means a contractual financial arrangement by which an escrow agent holds and disburses funds between two transacting parties that have entered into a contractual business relationship.

Extortion Loss means reasonable and necessary costs and expenses incurred and paid, with the **Insurer's** prior written consent, by the **Insured Organisation**, or by the **Incident Response Provider** or a ransomware negotiator on behalf of the **Insured Organisation**:

1. for payment made to a threat actor to mitigate or end an **Extortion Threat**; and
2. to obtain and transfer cryptocurrency for such payment.

Any reimbursement of such payment or transfer made to mitigate or end an **Extortion Threat** is contingent upon conducting an appropriate review to ensure that such transfer or payment is not prohibited by Reserve Bank of India, United States Office of Foreign Assets Control (OFAC), any United Nations resolutions, or under any applicable law, regulation, directive, sanction, order, or other proclamation having the force of law anywhere in the world.

Extortion Threat means an actual credible threat, or series of threats, directed against an **Insured**, by a threat actor, to:

1. initiate or continue a **Computer Attack**; or
2. initiate or continue the theft, or unauthorised disclosure, use, release of, or unauthorised access to **Protected Information** in an **Insured Organisation's** care, custody, or control,

which may be accompanied by a demand for such **Insured** to make a payment of money, cryptocurrency, securities, or other property of value in exchange for the mitigation or removal of such threat.

Extra Expense means reasonable and necessary expenses actually incurred by the **Insured Organisation**, to mitigate, reduce, or avoid an **Income Loss**. **Extra Expense** also means, with the **Insurer's** prior written consent, reasonable internal costs for the **Insured's** own extra labour or diverted labour.

Extra Expense does not include:

1. **Incident Management Costs**;
2. **Data Restoration Costs**;
3. **Bricking Expense**;
4. **Betterment Costs**; or
5. costs or expenses incurred prior to discovery of a **Computer Attack** or **System Failure** to prevent a **Loss** or correct any deficiencies or problems with a **Computer System**.

Funds Transfer Incident means a malicious or fraudulent written, electronic, or telephoned instruction by a third party to a financial institution, without an **Insured's** knowledge or consent, directing such financial institution to transfer, pay, or deliver **Money** or **Securities** from a **Transfer Account** maintained by the **Insured Organisation** at such financial institution.

Goods means tangible, physical items that have economic value and are manufactured or sold by the **Insured Organisation**; provided, however, **Goods** does not mean **Money**, **Securities**, or cryptocurrency.

Hardware Improvement means improved or upgraded replacement of the **Insured's** owned or leased laptops, desktops, or servers, to more current equivalents.

Impacted State means the sovereign, *de facto*, or *de jure* state where a **State-Directed Cyber Operation** results in a major detrimental impact on:

1. the functioning of such state due to disruption to the availability, integrity, or delivery of critical infrastructure or services that are essential for the maintenance of vital functions of that state; or
2. the security or defence of that state.

Incident means a **Cyber Incident**, **Regulatory Proceeding**, or **Media Wrongful Act**.

Incident Coach Services means services provided by **Incident Counsel** to:

1. aid in the formulation of a response and remediation plan to a **Cyber Incident**;
2. determine the **Insured's** obligations to notify affected individuals or applicable government agencies of a **Cyber Incident**;
3. examine the **Insured's** indemnification rights and obligations under any written contract with a **Supplier** or customer due to a **Cyber Incident**;
4. determine the applicability of, and review the **Insured's** obligation to comply with any applicable **Data Privacy Law** most favourable to the individuals affected by a **Privacy Incident**;
5. conduct audits or investigations to show compliance with Payment Card Industry Data Security Standards due to a **Computer Attack** or **Privacy Incident**; or
6. respond to law enforcement requests to cooperate in connection with a **Cyber Incident**.

In the event that the **Insured Organisation** selects **Incident Counsel** from the list of **Incident Counsel** specified as such on the **Schedule**, then no **Retention** applies to such **Incident Coach Services**.

Incident Counsel means an external law firm or legal professional whose services are retained by the **Insured** following a **Cyber Incident** to conduct **Incident Coach Services**.

Incident Management Costs means the fees, costs, charges and expenses specified below, but only to the extent they are reasonable and necessary, paid to respond to and recover from an actual, alleged or suspected **Computer Attack, Privacy Incident, or System Failure** or an actual **Extortion Threat**

1. for **Incident Coach Services**;
2. to conduct an investigation to determine the existence, cause, source, and scope of a **Cyber Incident**, and if applicable, to produce a forensics report, engage a ransomware negotiator, or to otherwise mitigate, terminate, remove or remedy such **Cyber Incident**;
3. to notify potentially affected individuals, entities, securities exchanges, government intelligence agencies, law enforcement, or regulators, of such **Cyber Incident**, and costs to effect such notification, or **Securities Exchange Disclosure Costs**;
4. to provide credit, fraud, password, or identity monitoring services and identity restoration services to such notified persons;
5. to procure credit freezes or credit thaws, sealing or unsealing of credit reports for such notified persons; or
6. to plan, implement, execute, and manage a public relations campaign in order to counter or minimise actual or anticipated negative publicity and its adverse effects, or
7. to restore the **Insured's** business reputation following such **Cyber Incident** or **Adverse Publication**, provided that the **Insured Organisation** utilized the services of the **Incident Response Providers** or, with the **Insurer's** prior written consent, services of other third-party vendors.

Incident Response Provider means a vendor on the **Insurer's** pre-approved list available on request from the **Insurer**, or as specified by endorsement to this **Policy**.

Income Loss means an amount equal to:

1. the difference between the actual net profit or loss before interest and tax that the **Insured Organisation** earned, and the amount that would have been earned or incurred had no **Interruption** or **Adverse Publication** occurred; and
2. the **Insured Organisation's** continuing normal operating costs and payroll expense, but only to the extent that such operating costs and payroll expenses must necessarily continue.

Income Loss does not include:

- a. loss arising out of any liability to any third party;
- b. legal costs or legal expenses;
- c. loss incurred as a result of unfavourable business conditions;
- d. loss of market share or any other consequential loss; or
- e. **Data Restoration Costs**.

Infrastructure means energy, fuel, electricity, power, gas, oil, water, sewage, satellite, securities exchanges, telecommunications, cable, telephone, or internet services, internet exchange provider services, Certificate Authorities, or Domain Name Systems (DNS) services, and payment or financial transaction processing platforms. Provided, however, **Infrastructure** does not mean any financial transaction processing platforms that the **Insured Organisation** utilizes directly pursuant to a written contract with the provider of such platforms.

Insured means:

1. the **Insured Organisation**;
2. any past, present or future director, officer, board member, trustee, owner, partner, or manager of the **Insured Organisation**, but only while acting within the scope of their duties on behalf of such **Insured Organisation**;
3. any past, present, or future employee of the **Insured Organisation**, a member of the **Control Group**, or any full-time, part-time, temporary or leased employees, independent contractors, volunteers and interns, but only while acting in their capacity as such and within the scope of their duties on behalf of such **Insured Organisation**;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only while acting within the scope of their duties on behalf of the **Insured Organisation**;
5. the legal representatives, estate, heirs, spouse or any domestic partner of any **Insured** but only for **Claims** against such persons arising solely from their status as such, and, with respect to a spouse or domestic partner, only where such **Claim** seeks amounts from marital or jointly-owned property or property transferred from an **Insured** to such spouse or domestic partner;
6. the lawful spouse, or any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error, or omission of an **Insured** other than such spouse or domestic partner; or
7. any **Additional Insured**.

Insured's Computer System means a **Computer System** that is:

1. leased, owned, or operated, and controlled by the **Insured Organisation**;
2. maintained or operated by a **Supplier** on behalf of or for the use of the **Insured Organisation** under a written contract; or

3. an **Insured Organisation's** employee's mobile device used to access the **Computer System** as specified in 1. or 2. above, in accordance with the terms and conditions of the **Insured Organisation's** "Bring Your Own Device" (BYOD) policy.

Insured Organisation means the **Named Insured** and any **Subsidiary**.

Insurer means the insurance company identified as such in the **Schedule**.

Interruption means:

1. with respect to the Business Interruption Insuring Agreement, a **Business Interruption**; or
2. with respect to the Supply Chain Interruption Insuring Agreement, a **Supplier Interruption**.

Interruption Period means the period of time from the exhaustion of the **Waiting Period** to the date and time at which the **Insured Organisation's** business operations are restored, or could have been restored with reasonable effort, to a similar level of operation than had existed prior to the onset of the **Interruption**; provided, however, that in no event will such **Interruption Period** exceed one-hundred and eighty (180) days. Such period will not be reduced by the expiration of the **Policy Period**.

Leader's Household means any individual that qualifies as:

1. any past, present or future director, officer, board member, trustee, owner, partner, or manager of the **Insured Organisation**;
2. a member of the **Control Group**; or
3. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only while acting in their capacity as such and within the scope of their duties on behalf of the **Insured Organisation**,

and the immediate family members living in the same household as such qualifying individual, as well as any child or dependent person of such individual who is either under the age of twenty-five (25) or living in a healthcare or assisted living facility.

Loss means any:

1. **Incident Management Costs**;
2. **Data Restoration Costs**;
3. **Income Loss**;
4. **Extra Expense**;
5. **Extortion Loss**;
6. **Bricking Expense**;
7. **Betterment Costs**;
8. **Money, Securities, or Goods**;
9. **Cryptojacking Fraud Loss**;
10. **Telecommunication Fraud Loss**;
11. **Payment Card Loss**;
12. **Personal Loss**;
13. **Criminal Rewards**; or
14. direct physical damage to **Covered Property**,

in excess of the applicable **Retention**.

Media Material means any data, text, numbers, sounds, graphics, images, advertisements, brochures, product literature, video, streaming content, web-casts, online forums, bulletin boards, blogs, and social media posts that are published, broadcast, disseminated, released, gathered, distributed, or transmitted in any format.

Media Material does not include:

1. the actual goods or services described, illustrated or displayed in such **Media Material**; or
2. software.

Media Wrongful Act means one or more of the following acts actually or allegedly committed by an **Insured** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the general public:

1. defamation, libel, slander, product disparagement, trade libel, unintentional infliction of emotional distress, the tort of outrage, or any other tort-related disparagement or harm to the reputation or character of any person or organisation;
2. invasion or interference with an individual's right to privacy, false light, public disclosure of private facts, intrusion upon seclusion, false arrest, or invasion of privacy;
3. invasion or interference with an individual's right of publicity, or commercial misappropriation of any name, persona, voice, or likeness;
4. plagiarism, piracy, or the unauthorised use or misappropriation of ideas under implied contract, advertising material, titles, voices, images, literary or artistic formats, styles, performances, names or likenesses;
5. infringement of any copyright, domain name, moral rights, trademark, trade name, trade dress, title or slogan, service mark or service name, except for the **Insured Organisation's** own trademark;
6. unauthorised reproduction or distribution of electronic or audio-visual media or recordings;
7. misrepresentation, wrongful publication, product or service disparagement, or trade libel;

8. improper deep-linking or framing; or
9. unfair competition or deceptive trade practices solely based on items 4. or 5. of this definition and only if based on the same facts as pleaded in a **Claim** arising from 4. or 5. of this definition.

Money means currency, coins, bullion, or bank notes having a face value, travellers' cheques, register cheques, or money orders; provided, however, **Money** does not mean **Securities**, **Goods**, or cryptocurrency.

Named Insured means the entity stated as such on the **Schedule**.

Operational Technology means industrial control systems (ICS), supervisory control and data acquisition (SCADA) systems, distributed control systems (DCS), and all of the related industrial machinery, appliances, connected devices, and Internet-of-Things (IoT) devices, within such systems.

Payment Card Loss means the amount owed by the **Insured Organisation** to a payment card association, acquiring bank, or payment processor for a monetary assessment, fine, or penalty, due to the **Insured Organisation's** actual or alleged noncompliance with the Payment Card Industry Data Security Standards (PCI-DSS), Alipay, Europay, Mastercard, and Visa (EMV) specifications, or a mobile payment services merchant agreement. **Payment Card Loss** includes reasonable and necessary:

1. expenses or costs incurred by the **Insured Organisation** to appeal or negotiate such monetary amount; or
2. fees charged by a solicitor to provide legal advice with regard to the prevention and mitigation of future **Payment Card Loss**,

provided that such fees, expenses, or costs are incurred with the prior written consent of the **Insurer**.

Payment Card Loss does not include any charge back, interchange fees, discount fees, or other costs, fees or penalties that are unrelated to an actual or alleged **Computer Attack** or **Privacy Incident**.

Personal Loss means the following expenses, but only to the extent they are reasonable and necessary, a member of the **Leader's Household**:

1. incurs because of a **Computer Attack**, **Privacy Incident**, or **Extortion Threat** that is initially directed against the **Insured Organisation** for:
 - a. lost wages due to time taken off work;
 - b. psychiatric and mental health service costs;
 - c. personal legal fees and defence costs; or
 - d. travel, administrative, and court costs associated with remediating fraud;
2. subsequently incurs for **Incident Management Costs**, **Data Restoration Costs**, and **Extortion Loss** that relate to the **Computer Attack**, **Privacy Incident**, or **Extortion Threat** that is initially directed against the **Insured Organisation**; or
3. subsequently incurs for:
 - a. a **Funds Transfer Incident**;
 - b. a **Social Engineering Incident**;
 - c. fraudulent charges on the **Leader's Household's** personal payment cards; or
 - d. the **Leader's Household's** tax refund paid to a third party pretending to be an individual within the **Leader's Household**, provided that such tax refund is owed by the government of a country where such individual is a citizen or permanent resident, provided that all other legal means to recover such **Personal Loss** have been exhausted;

up to INR 35,00,000 per **Leader's Household** limit for coverage afforded under **sub-paragraphs 1-2** and up to INR 60,00,000 per **Leader's Household** limit for coverage afforded under **sub-paragraph**

4. subject to the maximum total **Limit of Insurance** shown on the **Schedule** for the Personal Harm Coverage Extension.

All payments for **Personal Loss** will be made to the **Insured Organisation**. The **Insurer** assumes no liability for any taxes that may be due or incurred by the **Leader's Household** in connection with payments of **Personal Loss** to any **Leader's Household**. It is the **Insured Organisation's** sole responsibility to determine how to apportion any and all payments made by the **Insurer** under this **Policy** to such parties, including but not limited to the order and apportion of any payments to members of a **Leader's Household**.

Solely for the purposes of the Personal Harm Coverage Extension, the **Incident Management Costs**, **Data Restoration Costs**, **Funds Transfer Incident**, **Social Engineering Incident**, and **Extortion Loss** definitions operate as if the **Leader's Household** were the **Insured Organisation** pursuant to all other terms and conditions of this **Policy**, except that such expenses are subject to the **Limit of Insurance** and **Retention** for the Personal Harm Coverage Extension.

Policy means the **Application**, **The Schedule**, this policy wording and any endorsements to it.

Policy Period means the period from the Inception Date as shown on the **Schedule** to the Expiration Date as shown on the **Schedule**, or its earlier termination if applicable.

Pollutant means any smoke, vapor, soot, fume, acid, alkali, chemical, waste, mould, mildew, spore, fungus, mycotoxin, organic pathogen, or other microorganisms, electromagnetic field, electromagnetic radiation, electromagnetism, PFAS, asbestos, asbestos fibres or dust, any material containing asbestos, or any other solid, liquid, gaseous, or thermal irritants or contaminants.

Premium means the amount payable by the **Named Insured** for this **Policy** including any applicable charges advised by the **Insurer**.

Privacy Incident means:

1. unintentional unauthorised collection or use of **Protected Information** by the **Insured Organisation**;
2. theft, unintentional disclosure or release of, or unintentional unauthorised access to or use of, **Protected Information** in the **Insured Organisation's** care, custody, or control;
3. unintentional violation of a **Data Privacy Law** by the **Insured Organisation**; or
4. unintentional failure of an **Insured** to comply with the **Insured Organisation's** written privacy policy.

Proof of Loss means a complete and detailed explanation of the **Loss**, including but not limited to all supporting documents and materials, invoices, proofs of payments, plus a detailed calculation of the amount for which the **Insured Organisation**, or when applicable, **Leaders Household** natural person **Insured**, is seeking cover under this **Policy**.

Property Damage means physical injury to or destruction of tangible property. **Electronic Data** is not considered tangible property.

Protected Information means:

1. personal information not available to the general public, from which an individual or household may be uniquely identified, and any information subject to or as defined in a **Data Privacy Law**, that is in the care, custody or control of the **Insured Organisation** and for whose theft, loss or unauthorised disclosure the **Insured Organisation** is liable; or
2. third-party confidential or proprietary information provided to an **Insured** and protected under a nondisclosure agreement or other written contract or agreement, or that the

Insured Organisation is legally responsible to maintain in confidence.

Quantum Computer Attack means the use of quantum state of information for computing in furtherance of a **Computer Attack**.

Regulatory Fines & Penalties means any:

1. civil monetary fines or penalties imposed in a **Regulatory Proceeding**; or
2. amounts the **Insured Organisation** is legally obligated to pay into a Consumer Redress Fund, as compensatory relief for the payment of consumer claims, due to an adverse judgment or settlement of a **Regulatory Proceeding**, except amounts that constitute taxes, fines, penalties, injunctive relief, or sanctions.

Regulatory Fines and Penalties do not include any civil monetary fines or penalties that are not insurable by law, criminal fines, payment, restitution, return or disgorgement of fees, profits, royalties, commissions, charges or any funds, allegedly wrongfully or unjustly held or obtained, or multiple damages.

Regulatory Proceeding means a written request for information, civil investigative demand, or civil proceeding, formal investigative demand, complaint, or similar document, brought by, or on behalf of, any administrative or regulatory agency, or any similar governmental entity or data protection authority, in such entity's regulatory or official capacity.

Related Incidents means all **Incidents** which have as a common nexus any act, cause, circumstance, event, fact, situation, or series of related acts, causes, circumstances, events, facts, or situations; and any related **Adverse Publications**.

Reputational Indemnity Period means the period of time from first **Adverse Publication** to the date and time the **Insured Organisation** no longer suffers **Income Loss**; provided, however, that in no event will such **Reputational Indemnity Period** exceed one-hundred and eighty (180) days. Such period will not be reduced by the expiration of this **Policy**.

Schedule means the schedule attached to, forming part of this **Policy** and signed by a person authorised by the **Insurer**.

Securities means any tangible negotiable and non-negotiable instruments or contracts, as well as evidence of debt issued in conjunction with credit or charge cards, which cards are not issued by the **Insured**; provided, however, **Securities** does not mean **Money, Goods**, or cryptocurrency.

Securities Exchange Disclosure Costs means reasonable fees or costs paid by the **Insured**:

1. to determine if a **Computer Attack, Extortion Threat, or Privacy Incident** is required to be disclosed or reported to the Securities and Exchange Commission (SEC), Security Exchange Board of India (SEBI) or any local or foreign securities exchange as a material cybersecurity incident; and
2. if the **Computer Attack, Extortion Threat, or Privacy Incident** is determined to be a material cybersecurity incident, disclosures required under Regulation 27(2)(ba) of Listing Obligations and Disclosure Requirements (LODR) Regulation, pursuant to the - Security Exchange Board of India Act 1992, as amended from time to time, or prepare a market announcement to the Security Exchange Board of India (SEBI) or any local or foreign securities exchange.

Securities Exchange Disclosure Costs will not include any fees or costs relating to any other disclosures, including but not limited to any any annual, periodic or financial report.

Social Engineering Incident means a malicious or fraudulent written, electronic, or telephoned instruction by a third party through which an **Insured** is deceived into sending **Money, Securities, or Goods** to a fraudulent recipient.

State-Directed Cyber Operation means the use of a **Computer System** by a sovereign, *de jure*, or *de facto* state, or those acting under the control or direction, of a sovereign, *de jure*, or *de facto* state, to compromise the confidentiality, integrity, or availability of a **Computer System** or the **Electronic Data** residing therein, of or within, another sovereign, *de jure*, or *de facto* state or territory.

Subsidiary means any:

1. entity of which the **Named Insured**, as of the Inception Date as shown on the **Schedule**, has Management Control. For the sake of this definition, “Management Control” means that the **Named Insured** owns more than fifty percent (50%) of the issued and outstanding voting securities or controls voting rights representing the present right to vote for election or to appoint more than fifty percent (50%) of the directors or trustees of such entity;
2. entity of which the **Named Insured** acquires Management Control, or forms, during the **Policy Period**, where such entity has revenues for the most recent fiscal year representing less than twenty percent (20%) of the **Insured Organisation’s** gross revenues for the most recent fiscal year prior to this **Policy Period**;
3. entity of which the **Named Insured** acquires Management Control, or forms, during the **Policy Period**, where such entity has revenues for the most recent fiscal year representing twenty percent (20%) or more of the **Insured Organisation’s** gross revenues for the most recent fiscal year prior to this **Policy Period**; but only for up to sixty (60) days from the date on which Management Control was acquired or such entity was formed (but not beyond the end of the **Policy Period**), unless:
 - a. the **Named Insured** notifies the **Insurer** in writing within sixty (60) days of the acquisition of Management Control or formation of such organisation;
 - b. the **Named Insured** provides the **Insurer** with details regarding such entity the **Insurer**, acting reasonably, deems necessary;
 - c. the **Named Insured** agrees to any modification or premium adjustment to this **Policy** that the **Insurer**, acting reasonably, may require with respect to such organisation;
 - d. the **Insurer** agrees in writing to provide such coverage; and
 - e. the **Named Insured** pays any additional premium in full when due;
1. not-for-profit entity established by the **Insured Organisation**; or
2. joint venture in which the **Insured Organisation** has an ownership interest of no less than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of directors of such joint venture at any time prior to or during the **Policy Period**; provided that coverage for such joint venture and any **Insured** person thereof is limited to the percentage of **Loss** or **Claim** equivalent to the **Insured Organisation’s** ownership interest in such joint venture.

Coverage under this **Policy** for any **Subsidiary** applies to **Loss** or **Threat Management Expenses** first discovered or a **Claim** arising out of any **Incident** commencing after the **Insured Organisation’s** acquisition of Management Control or formation of such **Subsidiary**. If any entity ceases to be a **Subsidiary**, no coverage will be provided under this **Policy** with respect to any such entity for any **Loss, Claim, Threat Management Expenses, or Claim Expenses** incurred after the date such entity ceased to be a **Subsidiary**.

Supplier means any entity that is not a part of, or affiliated in any way with, the **Insured Organisation** that directly provides goods or services to the **Insured Organisation** pursuant to a written contract.

Supplier does not include any entity acting in its capacity as a provider of any **Infrastructure** to the **Insured Organisation**.

Supplier’s Computer System means a **Computer System** that is leased, owned, or operated, and controlled by a **Supplier**.

Supplier Interruption means a material disruption to the **Insured Organisation’s** business operations caused by the:

1. actual full or partial interruption, degradation, or failure of a **Supplier’s Computer System**; or
2. voluntary and intentional shutdown by the **Supplier** of the **Supplier’s Computer System** to:
 - f. contain an actual **Computer Attack** or **System Failure**;
 - g. mitigate or reduce potential **Income Loss** that would otherwise arise as a direct result of an actual **Computer Attack** or **System Failure**; or
 - h. comply with an express demand by a governmental entity in its regulatory and official capacity to shut down the **Computer System** due to an actual **Computer Attack** or **System Failure**, that prevents a **Supplier** from providing goods or services to the **Insured Organisation**.

System Failure means accidental, unintentional, and unplanned total or partial actual interruption of:

1. with respect to the Business Interruption Insuring Agreement, the **Insured’s Computer System**;
2. with respect to the Supply Chain Interruption Insuring Agreement, a **Supplier’s Computer System**;
3. with respect to the Incident Management Insuring Agreement, the **Insured’s Computer System**; or
4. with respect to the Data Restoration Insuring Agreement, the **Insured’s Computer System**.

System Failure will not include any interruption of computer systems resulting from:

- a. a **Computer Attack**;
- b. with respect to **1., 3. and 4.**, the interruption of any third-party computer system; or
- c. with respect to **2.**, the interruption of computer systems that are not operated by a **Supplier**.

Technology Products means any computer, telecommunication, or other information technology, computer hardware or software product, or related electronic product, designed, created, developed, manufactured, assembled, installed, handled, disposed of, sold, leased, licensed, or distributed by or on behalf of an **Insured** to others.

Technology Services means computer, electronics, internet, network, data or information technology:

1. design, consulting, architecture, development, programming, hosting, integration, networking, analysis, processing, management, operations, maintenance, repair, optimisation, support, technical assistance, testing or training; or
2. services listed in paragraph **1.** of this definition that are provided in conjunction with **Technology Products**, performed by or on behalf of an **Insured** for others.

Telecommunication Fraud Loss means increased toll and line charges resulting from the unauthorised access to or unauthorised use of the **Insured Organization's** telephone system; provided, however, that such increased charges:

1. are charged to the **Insured Organization** in a billing statement that shows actual usage or consumption details;
2. do not arise from a variable or fluctuating rate or fee structure for the respective service; and
3. are incurred during the **Policy Period**.

Threat Management Expenses means reasonable and necessary costs incurred (including but not limited to costs in respect of services) to:

1. monitor for potential exploits in the **Insured Organisation's Computer System**;
2. pay a threat actor to prevent or mitigate an **Extortion Threat** or **Computer Attack**; or
3. obtain and transfer cryptocurrency for such payment.

Any payment or transfer incurred to prevent or mitigate a **Computer Attack** or **Extortion Threat** is contingent upon conducting an appropriate review to ensure that such transfer or payment is not prohibited by Reserve Bank of India, United States Office of Foreign Assets Control (OFAC), any United Nations resolutions, or under any applicable law, regulation, directive, sanction, order, or other proclamation having the force of law anywhere in the world.

Threat Management Expenses does not include an **Extortion Loss**.

Threat Management Vendor means a third party vendor whose services are retained by the **Insured Organisation** to monitor for vulnerabilities on the dark web and any external facing website for potential **Extortion Threats** and **Computer Attacks** against the **Insured Organisation's Computer System**.

Transfer Account means an account maintained by the **Insured Organisation** at a financial institution from which the **Insured Organisation** can initiate the transfer, payment, or delivery of **Money** or **Securities**; provided, however, **Transfer Account** does not mean an **Escrow Account**.

Waiting Period means the period of time beginning with the first instance of actual **Interruption**, and ending after the elapse of the number of hours listed as such in the **Schedule**.

War means:

1. armed conflict between sovereign, *de jure*, or *de facto* states; or
 2. civil war, rebellion, revolution, or insurrection,
- regardless of whether war is declared.

III. EXCLUSIONS

The **Insurer** is not liable to make any payment of or in connection with any **Claim, Claim Expenses, Damages, Loss** or any other amounts insured under this **Policy**:

A. Antitrust and Unfair Trade Practices :

alleging, arising out of, based upon, or attributable to:

1. violation of any responsibility, duty or obligation imposed under any law, whether statutory, regulatory, or common law respecting antitrust or business competition;
2. violation of the Indian Competition Act 2002, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, any successor legislation or any similar law (including but not limited to federal, state, or common law), statute, rules or regulations anywhere in the world;
3. false, deceptive, or unfair trade practices, or restraint of trade;
4. unfair, false, misleading, or deceptive advertising or inaccurate description of the price of goods or services; or
5. tortious interference in another's business or contractual relationships; provided, however, this exclusion does not apply to:

- a. the Security & Privacy Liability Insuring Agreement, solely when a **Claim** results directly from a violation of a **Data Privacy Law**; or
- b. the Media Liability Insuring Agreement, solely when a **Claim** is for a **Media Wrongful Act** as outlined in paragraph 9. of the **Media Wrongful Act** definition.

B. Bodily Injury

for physical injury to the body, sickness, or disease sustained by any person, or death resulting from any of these; provided, however, physical injury does not mean mental anguish, emotional distress, pain and suffering, or shock.

C. Conduct

alleging, arising out of, based upon, or attributable to any dishonest, fraudulent, criminal, or malicious acts or omissions of any **Insured**, whether acting alone or in collusion with other persons; provided, however, the **Insurer** will pay **Claim Expenses** incurred in defending any **Claim** until there is a final, non-appealable adjudication of such conduct, at which time the **Insured** will reimburse the **Insurer** for all **Claim Expenses**. For the purposes of this exclusion, only acts, errors, omissions, or knowledge of a member of the **Control Group**, acting in his or her capacity as such, are imputed to the **Insured Organisation**.

D. Consumer Protection

alleging, arising out of, based upon, or attributable to a violation of the Consumer Protection Act 2019 or any other consumer protection laws, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, successor legislation or any similar law (including but not limited to federal, state, or common law), statute, rules or regulations anywhere in the world; provided, however, solely with respect to the Security & Privacy Liability Insuring Agreement, this exclusion does not apply to a **Claim** resulting directly from a violation of a **Data Privacy Law**.

E. Contractual Liability

alleging, arising out of, based upon, or attributable to any contractual liability or an obligation of an **Insured** to comply with warranties, representations, or guarantees.

Provided, however, this exclusion does not apply to:

1. the extent to which the **Insured** would have been liable in the absence of such contract;
2. breach of a nondisclosure or confidentiality agreement;
3. solely with respect to the Payment Card Liability Insuring Agreement, **Payment Card Loss**;
4. solely with respect to the Media Liability Insuring Agreement, any **Claim** for misappropriation of ideas under implied contract; or
5. the **Insured's** obligation under a written contract or agreement to pay sub-sections 3, 4., and 5. of **Incident Management Costs** on behalf of a third party due to a **Privacy Incident**.

F. Employee Benefit Plans, Employment Liability, & Discrimination

alleging, arising out of, based upon, or attributable to:

1. any acts, errors, omissions, or breach, of fiduciary duty, responsibility or obligation related to any of the **Insured Organisation's** pension, healthcare, welfare, profit sharing, mutual, or investment plans, funds, or trusts; or
2. any actual or alleged violation of a labour law, dispute relating to an employment contract or employment relationship, or any actual or alleged misconduct with respect to employees or refusal to employ any person;
provided, however, this exclusion does not apply to a **Claim** alleging a **Privacy Incident** with respect to information relating to an individual's employment or application for employment with the **Insured Organisation**, a **Media Wrongful Act**, **Funds Transfer Incident**, or **Social Engineering Incident**.

G. Force Majeure

alleging, arising out of, based upon, or attributable to fire, wildfire, smoke, explosion, lightning, solar storms, wind, flood, surface water, waves, or overflow of any body of water, earthquake, volcanic eruption, mudslide, landslide, erosion, collapse, wear and tear, rust, corrosion, or deterioration, hail, extremes of temperature or humidity, electromagnetic field, electromagnetic radiation, or any other physical disaster, however caused provided, however, this exclusion does not apply to the First-Party Cyber Property Damage Coverage Extension solely with respect to **Property Damage**.

H. Gambling & Games

alleging, arising out of, based upon, or attributable to any gambling, contest, lottery, sweepstakes, coupon, promotional game, or other game of chance or skill, or any redemption in connection therewith.

I. Governmental Action

1. alleging, arising out of, based upon, or attributable to any matter asserted or brought by, on behalf of, or in the name or right of, any administrative, governmental, military, or regulatory agency, body, entity, or tribunal in such entity's regulatory or official capacity; provided, however, solely with respect to sub-section 1. of this exclusion, this exclusion will not apply to the Regulatory Liability Insuring Agreement;
or

2. for the seizure, confiscation, or nationalisation of any **Computer System** or the **Electronic Data** residing therein; provided, however, solely with respect to sub-section of this exclusion this exclusion does not apply to the Security & Privacy Liability, Regulatory Liability, or Media Liability Insuring Agreements.

J. Infrastructure Outage

alleging, arising out of, based upon, or attributable to the full or partial failure, interruption, outage, or malfunction of **Infrastructure** operated by a third party; provided, however, this exclusion does not apply to the Security & Privacy Liability, Regulatory Liability, or Media Liability Insuring Agreements.

K. Insured versus Insured

alleging, arising out of, based upon, or attributable to any **Claim** brought or maintained by, on behalf of, or in the right of an **Insured**, other than an **Additional Insured**; provided, however, with respect to the Security & Privacy Liability Insuring Agreement, this exclusion does not apply to a **Claim** made by, on behalf of, or in the right of any natural person **Insured**.

L. Intellectual Property Licensing

alleging, arising out of, based upon, or attributable to any **Claim** or matter brought by or on behalf of, or in the name or right of, the Office of Controller General of patents, Designs and Trademarks (CGPDTM) – IP India or any similar intellectual property licensing body or organisation anywhere in the world.

M. Items of Intrinsic Value

for the value of money, securities, funds, bonds, equity instruments, accounts, bills, cryptocurrency or other digital assets such as Non-fungible tokens (NFTs), electronic securities, valuable records, abstracts, deeds, or other items of intrinsic value stored as **Electronic Data**, that have been stolen, altered, corrupted, or transferred to or from an **Insured's** accounts or others' accounts under an **Insured's** control. For the purposes of this exclusion, the term "accounts" includes deposit, credit, debit, cryptocurrency, prepaid, and securities brokerage accounts.

N. Nuclear

alleging, arising out of, based upon, or attributable to any nuclear reaction, nuclear radiation, radioactive contamination, radioactive substance, electromagnetic field, electromagnetic radiation, or electromagnetism.

O. Patent or Trade Secret

alleging, arising out of, based upon, or attributable to infringement of any patent or misappropriation of any trade secret or any other third-party confidential or proprietary information; provided, however, this exclusion does not apply to the extent a **Claim** alleges inadvertent disclosure of **Protected Information** in connection with a **Computer Attack** or a **Privacy Incident**.

P. Pollution

alleging, arising out of, based upon, or attributable to:

1. any actual or threatened presence, discharge, dispersal, release, seepage, migration, or escape of a **Pollutant**; or
2. a governmental or regulatory directive or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise a **Pollutant**, or in any way respond to or assess the effects of a **Pollutant**.

Q. Prior Known Acts, Related Acts, & Noticed Claims

alleging, arising out of, based upon, or attributable to:

1. any prior or pending litigation, or any **Incident, Interruption, Claim, or Adverse Publication**, or underlying fact, circumstance or situation that could reasonably give rise to the same, of which a member of the **Control Group** had or reasonably should have had knowledge or notice of prior to the Inception Date as shown on the **Schedule**;
2. any **Incident, Interruption, or Adverse Publication**, occurring prior to the earlier of the Inception Date as shown on the **Schedule** of this **Policy** or the **Retroactive Date** shown on the **Schedule**, if a member of the **Control Group** could reasonably have foreseen that such **Incident, Interruption, or Adverse Publication**, might be the basis of a **Claim** or result in **Loss**; or
3. any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in any pending or prior litigation, **Claim**, written demand, arbitration, administrative or regulatory proceeding, or administrative or regulatory investigation as set forth pursuant to paragraph 1. of this exclusion, would constitute **Related Incidents**.

R. Property Damage

alleging, arising out of, based upon, or attributable to **Property Damage** and the resulting loss of use thereof; provided, however, this exclusion does not apply to the Bricking or Betterment Insuring Agreements or the First-Party Cyber Property Damage Coverage Extension.

S. Securities Law Violation

alleging, arising out of, based upon, or attributable to the violation of the Securities and Exchange Board of India 1992, any successor legislation or any central, state, local, or foreign securities law or regulation anywhere in the world, and any amendments thereto or any rules or regulations promulgated thereunder,

or amendments thereof; provided, however, this exclusion does not apply to a **Regulatory Proceeding** or a **Claim** alleging a violation of Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (SPDI Rules) under the IT Act, 2000 or any similar law or regulation in any other jurisdiction.

T. Unsolicited Communication

alleging, arising out of, based upon, or attributable to the dissemination of unsolicited emails, faxes, text messages, direct mail, telemarketing, or other communications, by the **Insured** or any other third party on the **Insured's** behalf in violation of any anti-spam statute, or any other similar law, ordinance or regulation; provided, however, this exclusion does not apply to the extent of any **Claim** in connection with a **Computer Attack**.

U. War and State-Directed Cyber Operation

alleging, arising out of, based upon, or attributable to:

1. a **War**; or

2. a **State-Directed Cyber Operation**:

a. carried out as part of a **War** by any party to such **War**; or

b. causing a state to become an **Impacted State**.

Provided, however, that **2.b** of this exclusion does not apply to any **Loss** incurred or **Claim** made against, the **Insured Organisation** in connection with that part of the **Insured's Computer System** that is physically located outside of such **Impacted State**.

In addition:

V. Electronic Crime

solely in respect of the Funds Transfer Fraud, Deceptive Transfer Fraud, and Computer Fraud Insuring Agreements, and the Personal Harm Coverage Extension, the **Insurer** is not liable to make any payment of, or in connection with, any **Claim, Claim Expenses, Damages, Loss** or any other amounts insured under this **Policy** alleging, arising out of, based upon, or attributable to:

1. any liability to a third party, **Claim Expenses**, or any indirect or consequential loss of any kind;

2. any actual or alleged use of credit, debit, healthcare benefit, charge, access, convenience, customer identification, stored-value, or other, cards;

3. accounting, calculational, or arithmetical errors or omissions;

4. any transfer involving any person or entity that had at any time, authorised access to the **Insured's** authentication mechanism;

5. punitive, exemplary, or multiplied damages of any kind;

6. loss of any cryptocurrency;

7. loss resulting from any trading of **Money, Securities**, or **Goods** whether or not in the **Insured's** name, or whether or not in a legitimate or fictitious account;

8. any failure of any party to perform in whole or in part under any contract; any extension of any loan, credit, or similar promise to pay;

9. any investment in any **Securities**, or ownership in any entity or real property, or any similar investment, whether or not such investment is legitimate;

10. any fine penalty, or loss of any tax benefit, except as provided under sub-section **3.d.** of the **Personal Loss** definition;

11. costs or expenses incurred by a customer or client of the **Insured Organization** in connection with a **Funds Transfer Incident**, or **Social Engineering Incident**; or

12. any costs or expenses to investigate or determine whether such **Funds Transfer Incident**, or **Social Engineering Incident** has occurred.

W. First-Party Cyber Physical Damage

solely with respect to the First-Party Cyber Property Damage Coverage Extension, the **Insurer** is not liable to make any payment of, or in connection with, any physical damage, **Loss**, cost, or expense to **Covered Property** arising out of, based upon, or attributable to:

1. that particular part of real property on which an **Insured** or any contractors or subcontractors working directly or indirectly on an **Insured Organisation's** behalf are performing operations, if the physical damage to **Covered Property** arises out of those operations;

2. delay, loss of market, or loss of use;

3. enforcement of any ordinance or law;

4. the actual or suspected presence, or threat of any virus, bacteria, organism or like substance that is capable of inducing disease, illness, physical distress, or death, whether infectious or otherwise; or

5. any amounts which result in the **Covered Property** having a higher level of functionality than it had before the **Computer Attack**.

IV. LIMIT OF INSURANCE

Regardless of the number of Insuring Agreements or Coverage Extensions purchased under this **Policy**, or the number of **Incidents**, or the number of **Insureds** against whom **Claims** are brought, or the number of **Claims** made, or the number of individuals or entities making **Claims**:

- A. The **Insurer's** maximum Aggregate Limit of Insurance for all **Incidents** and **Claims**, except **Threat Management Expenses**, under all Insuring Agreements and Coverage Extensions combined, covered by this **Policy**, is the **Policy Aggregate Limit of Insurance** as shown on the **Schedule**. Upon exhaustion of such **Policy Aggregate Limit of Insurance**, the **Insurer** is not liable to pay any further amounts under this **Policy**, except **Threat Management Expenses**.
- B. The **Insurer's** maximum Limit of Insurance for all **Incidents** and **Claims** under any one Insuring Agreement or Coverage Extension is the applicable **Limit of Insurance** for such Insuring Agreement or Coverage Extension as shown on the **Schedule**. Each such **Limit of Insurance**, except **Threat Management Expenses** is a part of, and not in addition to, the **Policy Aggregate Limit of Insurance** and does not increase or supplement such **Policy Aggregate Limit of Insurance**. Upon exhaustion of such **Limit of Insurance**, the **Insurer** is not liable to pay any further amount with respect to the coverage provided under such Insuring Agreement or Coverage Extension.
- C. All **Claims** arising out of the same **Incident** and all **Related Incidents** are deemed to be one **Claim**, and such **Claim** is deemed to be first made on the date the earliest of such **Claims** is first made, whether such date is before or during the **Policy Period**.

All **Related Incidents** are deemed to be one **Incident**, and such **Incident**, is deemed to be first discovered, first published or have first occurred, as applicable, on the date the earliest of such **Incidents** is first discovered, first published or first occurs, whether such date is before or during the **Policy Period**.

The **Insurer's** maximum Limit of Insurance for any **Incident**, all **Related Incidents**, and all **Claims** arising out of such **Incident** or **Related Incidents**, is the applicable **Limit of Insurance** for such Insuring Agreement or Coverage Extension.

All **Claim Expenses**, **Loss**, and **Damages** are part of and not in addition to the applicable **Limit of Insurance** or the **Policy Aggregate Limit of Insurance** and reduce such applicable **Limit of Insurance** and the **Policy Aggregate Limit of Insurance**. If the applicable **Limit of Insurance** and/or the **Policy Aggregate Limit of Insurance** is exhausted by payment of **Claim Expenses**, **Loss**, and/or **Damages**, the obligations of the **Insurer** under this **Policy** are completely fulfilled and exhausted.

- D. The **Insurer's** maximum Limit of Insurance for all **Threat Management Expenses** is the applicable **Limit of Insurance** for the Threat Management Coverage Extension as shown on the **Schedule**. The **Threat Management Expenses** are in addition to, and not part of, the **Policy Aggregate Limit of Insurance**. Upon exhaustion of such **Limit of Insurance**, the **Insurer** is not liable to pay any further amount with respect to the coverage provided under the Threat Management Coverage Extension.

V. RETENTION & WAITING PERIOD

- A. The **Retention(s)** shown on the **Schedule** apply separately to each **Incident**, event, or circumstance giving rise to a **Claim** or **Loss**. The **Insurer's** obligation to pay any **Claim Expenses**, **Damages**, or **Loss** is in excess of the applicable **Retention**.

- B. A single **Retention** amount applies to **Claim Expenses, Damages, and Loss** arising from **Related Incidents** or **Claims** alleging **Related Incidents**.
- C. If a single **Incident, Claim, or Related Incidents**, result in coverage under more than one Insuring Agreement or Coverage Extension, only the greater of the highest applicable **Retention** or the amount of **Income Loss** incurred during the **Waiting Period**, applies to **Claim Expenses, Damages, and Loss** arising from all such **Incidents, Claims, or Related Incidents**.
- D. Notwithstanding sub-section **C.** above, in the event that the **Insured Organisation** elects to select **Incident Counsel** from the list of **Incident Counsel** specified as such on the **Schedule**, for **Incident Coach Services**, then no **Retention** applies to such **Incident Coach Services**.
When **Incident Counsel** is not selected from the list of **Incident Counsel** specified as such on the **Schedule**, for **Incident Coach Services**, then the **Retention** applicable to the Incident Management Insuring Agreement applies to all services specified in the **Incident Coach Services** definition.
- E. Notwithstanding sub-section **C.** above, with respect to any **Retention** applicable to the Incident Management Insuring Agreement, such **Retention** applies to all **Incident Management Costs** except those incurred under services specified in the **Incident Coach Services** definition, when **Incident Counsel** is selected from the list of **Incident Counsel** specified as such on the **Schedule**.
When **Incident Counsel** is not selected from the list of **Incident Counsel** specified as such on the **Schedule**, the **Retention** applicable to the Incident Management Insuring Agreement applies to all services specified in the **Incident Coach Services** definition.
- F. **Income Loss** incurred during the **Waiting Period** reduces and may exhaust any applicable **Retention**. In the event the **Income Loss** incurred during the **Waiting Period** does not fully exhaust the applicable **Retention**, any remaining **Retention** amount still applies.
- G. Solely with respect to the Funds Transfer Fraud, Deceptive Transfer Fraud, and Computer Fraud Insuring Agreements, if any payment is made by other valid and collectible bonds or other policies of insurance for covered loss of **Money, Securities, or Goods**, then the applicable **Retention** obligation under this **Policy** may be reduced by such payment amount.

VI. DEFENCE & SETTLEMENT

- A. Claims Handling
The **Insurer** has the right but not the duty to defend the **Insured** or to conduct the investigation, monitoring, settlement or defence of any **Claim**.
The **Insurer's** obligations end when this **Policy's** applicable **Limit of Insurance** or the **Policy Aggregate Limit of Insurance** has been exhausted by payment of **Claim Expenses, Damages, or Loss**. In the event it is finally established that the **Insurer** has no liability under this **Policy** with respect to any portion of such **Claim or Loss**, the **Named Insured** will repay the **Insurer** all those amounts previously paid by the **Insurer** for which the **Insurer** is otherwise not liable. Once the **Insurer's** liability has been exhausted under this Claims Handling Section of this **Policy** or C. Settlement of Claims below, the **Insurer** reserves its right to tender to the **Insured** the continued defence of **Claims**, and upon the tender of a **Claim**, the **Insured**, not the **Insurer** assumes the duty to defend.
In the event that the **Insured** conducts the defence of any **Claim**, the **Insurer** reserves the right to associate in the **Insured's** investigation, monitoring, settlement or defence of such **Claim**.
Defence counsel will be mutually agreed to by the **Named Insured** and the **Insurer**, but in the absence of such an agreement, the decision of the **Insurer**, acting reasonably, will be final. The

Insurer may investigate any **Claim** it deems appropriate and make any settlement or compromise of such **Claim** as it deems in the best interest of the **Named Insured** and the **Insurer** with the **Named Insured's** prior written consent.

B. Consent

The **Insured** may not, without the **Insurer's** prior written consent:

1. incur any **Claim Expenses**;
2. settle any **Claim**;
3. incur any **Extortion Loss**;
4. otherwise admit or assume any liability or obligation;
5. regarding **Extra Expense**, incur any internal costs for extra labour or diverted labour;
6. incur any **Bricking Expense**;
7. incur any **Betterment Costs**;
8. incur any **Personal Loss**; or
9. regarding **Incident Management Costs**, utilize the services of a third-party vendor that is not an **Incident Response Provider**, unless the **Insured** accepts that a coinsurance may apply pursuant to the terms of this **Policy**.

Whenever the **Insurer's** prior written consent is required, the **Insurer** agrees that such consent will not be unreasonably withheld or delayed.

C. Settlement of Claims

If the **Insurer** recommends a settlement of a **Claim** and the **Named Insured** refuses to consent to such settlement, then subject to the applicable **Limit of Insurance**, the **Insurer's** liability for such **Claim** will not exceed:

1. the amount for which such **Claim** could have been settled by the **Insurer** plus **Claim Expenses** up to the date the **Named Insured** refused to consent to settle such **Claim**; plus
2. eighty percent (80%) of any **Claim Expenses** and **Damages** in excess of 1. of immediately above, incurred in such **Claim**. The remaining twenty percent (20%) of any such **Claim Expenses** will be uninsured and borne by the **Insured** at its own expense.

Provided, however, this provision does not apply to any potential settlement that is fully within the **Retention** where the settlement is on behalf of all **Insureds**.

VII. WHERE THIS POLICY APPLIES

A. Coverage Territory

The coverage provided under this **Policy** applies to **Incidents, Loss, and Claims** taking place, brought, or maintained anywhere in the universe.

B. Governing Law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined exclusively in accordance with Indian laws. The section headings of this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

C. Entire Contract

This Policy constitutes the complete contract of insurance for You. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Us, which approval shall be evidenced by an endorsement to the Policy.

D. Renewal Notice

If We agree to renew the Policy, every renewal Premium shall be paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to You that may result in enhancement of Our risk under the Policy. No renewal receipt shall be valid unless it is on Our printed form and signed by Our authorized official. There is a possibility of revision/ modification of terms, conditions, coverages and/or Premiums of this product in future at the time of renewal.

E. Grievance Redressal Procedure

We are committed to providing you with the best possible service. In case you are not satisfied with our products or have a complaint to make about this Policy or the financial services we provide to you, please follow the below steps:

Step 1

Call us on Toll free number: **1800-266-5844**
(8:00 AM to 8:00 PM, 7 days of the week)

or

Email us at: care@libertyinsurance.in

Step 2

If our response or resolution does not meet your expectations, you can escalate at **Manager@libertyinsurance.in**

Step 3

Liberty General Insurance Limited

Corporate Identity Number: U66000MH2010PLC269656. IRDAI Registration No.150
 Unit 1501&1502, 15th Floor, Tower 2, One International Center
 Senapati Bapat Marg, Prabhadevi, Mumbai – 400013,
 Phone: +91 226700 1313 Fax: +91 226700 1606
 Website: www.libertyinsurance.in
 UIN:



or

Write to us at:

Customer Service

Liberty General Insurance Limited

Unit 1501 & 1502, 15th Floor, Tower 2,
 One International Center, Senapati
 Bapat Marg, Prabhadevi, Mumbai,
 Maharashtra 400013

If you are still not satisfied with the resolution provided, you can further escalate at **Servicehead@libertyinsurance.in**

An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by Liberty, you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below.

OMBUDSMAN DETAILS	
Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.

Liberty General Insurance Limited

Corporate Identity Number: U66000MH2010PLC269656. IRDAI Registration No.150
 Unit 1501&1502, 15th Floor, Tower 2, One International Center
 Senapati Bapat Marg, Prabhadevi, Mumbai – 400013,
 Phone: +91 226700 1313 Fax: +91 226700 1606
 Website: www.libertyinsurance.in
 UIN:



<p>CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>
<p>CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in</p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>
<p>DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in</p>	<p>Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>
<p>GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in</p>	<p>Rajasthan</p>
<p>KOCHI Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>

Liberty General Insurance Limited

Corporate Identity Number: U66000MH2010PLC269656. IRDAI Registration No.150

Unit 1501&1502, 15th Floor, Tower 2, One International Center

Senapati Bapat Marg, Prabhadevi, Mumbai – 400013,

Phone: +91 226700 1313 Fax: +91 226700 1606

Website: www.libertyinsurance.in

UIN:



<p>KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in</p>	<p>List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and excluding areas of Navi Mumbai.</p>
<p>NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P- 201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in</p>	<p>State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region</p>

<p>THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrya Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in</p>	<p>Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

Note: Address and contact number of Governing Body of Insurance Council
 Council for Insurance Ombudsmen, 3rd Floor,
 Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054.
 Tel No: 022 -69038800/69038812,
 E-mail ID: inscoun@cioins.co.in
<https://www.cioins.co.in/Ombudsman>

VIII. VIII. CONDITIONS

A. Named Insured Authorisations & Premium Payment Warranty

The **Named Insured** is responsible for payment of all **Premiums** and **Retentions**. The **Named Insured** has exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation or nonrenewal, receiving any return premium or purchasing an Extended Reporting Period. In the event of a disagreement between any **Insureds**, the **Named Insured** has exclusive authority to act on behalf of all other **Insureds** against whom a **Claim** has been asserted with respect to the negotiation of settlements and the decision to appeal or not appeal any judgment.

The full **Premium** is earned and due to the **Insurer** at the commencement of the **Policy Period**. Time is of the essence for payment of the **Premium** and the **Named Insured** warrants that the **Premium** will be paid and actually received in full by the **Insurer before risk commences**

In the event of breach of the above warranty, the **Insurer** will have the right to terminate this **Policy**. Upon termination the **Insurer** will be discharged from all further liability under this **Policy**. The **Named Insured's** obligation to pay the **Premium** in full continues after a termination for breach of the above warranty. It is further agreed that the **Insurer** will have the right to reject any claim made under this **Policy** prior to payment of the **Premium** in full. The **Insurer** agrees to withdraw any rejection made solely on the basis of non-payment of the **Premium** following payment of the **Premium** in full.

B. Notice

1. As a condition precedent to coverage under this **Policy**, the **Insured** must give written notice of any actual, alleged or suspected **Incident** (including but not limited to any **Adverse Publication**), or **Claim**, or in respect of the **Threat Management Extension**, a potential **Computer Attack** or potential **Extortion Threat** to the **Insurer** as soon as reasonably practicable after a member of the **Control Group** discovers such **Incident** or potential **Computer Attack** or potential **Extortion Threat** or becomes aware of such **Claim**, but in no event later than:

- a. ninety (90) days after the expiration date or termination date if this **Policy** expires or otherwise terminates without being renewed by the **Insurer**; or
- b. the expiration of any applicable Extended Reporting Period.

Provided, however, that if the **Insurer** sends written notice to the **Named Insured** that this **Policy** is being terminated for non-payment of **Premium**, the **Insured** must give the **Insurer** written notice of such **Incident**, potential **Computer Attack** or potential **Extortion Threat** or **Claim** prior to the effective date of such termination.

2. If during the **Policy Period** or any applicable Extended Reporting Period, a member of the **Control Group** becomes aware of any fact, circumstance, situation, **Incident**, potential **Computer Attack** or potential **Extortion Threat**, that could reasonably give rise to a **Claim**, and the **Insured** gives the **Insurer** written notice as soon as practicable during the **Policy Period** or any applicable Extended Reporting Period, then any **Claim** subsequently arising from such fact, circumstance, situation, **Incident**, potential **Computer Attack** or potential **Extortion Threat** will be deemed to have been made at the time notice of such fact, circumstance, situation, **Incident**, potential **Computer Attack** or potential **Extortion Threat**, had been given. Written notice to the **Insurer** will include the circumstances, and allegations anticipated and reasons for anticipating such a **Claim** with full particulars as to potential **Damages**, dates, persons or entities involved.

3. With respect to each **Incident** giving rise to a **Claim** or potential **Claim** described in **B.1.** or **B.2.** of this Section, notice must be provided to the **Insurer** shown on the **Schedule**, and the **Insured** must take all reasonable steps and measures to limit or mitigate additional loss of **Money, Securities, or Goods.**
4. As a condition precedent to coverage under this **Policy**, the **Insured**, at its own cost, must give the **Insurer** such information and co-operation as it may reasonably require, including but not limited to:
 - a. a description of the **Incident, Adverse Publication, potential Computer Attack, potential Extortion Threat or Claim**, or the facts, circumstances or situation that could reasonably give rise thereto;
 - b. the nature of the alleged allegation, matter, conduct or events;
 - c. the nature of the alleged or potential loss;
 - d. the names of actual or potential claimants;
 - e. the manner in which the **Insured** first became aware of the **Incident, Adverse Publication, potential Computer Attack, potential Extortion Threat, or Claim.**
 - f. upon request, give the **Insurer** such records, information and assistance as they may reasonably require to enable the investigation of any matter for which the **Insured** seeks cover under this **Policy** or determine the **Insurer's** liability under this **Policy**;
 - g. cooperate with and assist the **Insurer** in its investigation, settlement, and defence of the the **Incident, Adverse Publication, potential Computer Attack, potential Extortion Threat, or Claim**;
 - h. cooperate with and assist the **Insurer** in enforcing any rights of contribution or indemnity against another party who may be liable to an **Insured**; and
 - i. take all reasonable steps to protect the affected or potentially affected **Computer System**, or all **Protected Information** from further **Loss** or damage.

Urgent crisis management assistance is available via the **Incident Counsel** specified as such on the **Schedule.**

All notices must be sent to the **Insurer** specified on the **Schedule**, in accordance with the Notice to Insurer details specified on the **Schedule.** A notice served by post, if not received earlier, is taken to have been received on the next day after posting.

Any **Cyber Incident** that is reported via the email address shown on the **Schedule** constitutes Notice under this **Policy.**

5. Indicative List of Documents:

- i. Claim Form duly filled in & signed.
- ii. Claimant's letter of allegations or the fact or circumstance that might give rise to a claim, writ or summons received, or letter of demand, etc.
- iii. A chronology of events and / or brief summary of the background to the claim.
 - a. This should include: the allegations were first made against the insured, the nature of the allegations, the identity and insured's relationship to the third party making the allegations and any response made by the insured to the allegations.
 - b. If proceedings have been commenced, a copy of the letter of service and the originating process
 - c. Copies of any other court documents
 - d. Formal investigation report with supporting documents
 - e. Claim value / estimate
 - f. Copies of investigative reports, internal memorandum or correspondence that will help the Company to understand the origin of the claim.
- iv. List of all individuals against whom allegations have been made, which should include the full name of the individual, the position they occupied with the insured's entity and the period during which the individuals held their position with the insured entity. If the individual is not a director of the insured entity, insured need to provide individual's contract of employment.
- v. Any other document which may be required for processing of the claim.

C. Law Enforcement Cooperation

It is the sole responsibility of the **Insured Organisation** to report any **Cyber Incident, potential Computer Attack, potential Extortion Threat, Claim or Loss** to any applicable governmental, regulatory, government intelligence agency or law enforcement authorities, as required by any applicable law, statute, regulation, directive, order, or other proclamation having the force of law. Any such reporting to or cooperation with, law enforcement is not, in itself, deemed to be an admission of liability.

The **Insured Organisation** may receive a request from a law enforcement authority to keep confidential certain information about an actual or alleged **Cyber Incident, Claim, or Loss.** In such circumstances,

notice of such **Cyber Incident, Claim, or Loss** will be considered timely and in accordance with Condition VIII.B Notice, under this **Policy** if:

1. as soon as practicable after receipt of such request, an employee or member of the **Control Group** of the **Insured Organisation** requests permission of the applicable authority to share such information with the **Insurer**;
2. the **Insured Organisation** only withholds from the **Insurer** that portion of the information that it has been instructed by law enforcement not to be disclosed to the **Insurer**; and
3. the **Insured Organisation** provides full notice of such actual or alleged **Cyber Incident, Claim, or Loss** to the **Insurer** as soon as legally permitted.

Notwithstanding the above, no coverage is afforded for any actual or alleged **Cyber Incident, Claim, or Loss** if the information withheld relating to such **Cyber Incident, Claim, or Loss** was known to a member of the **Control Group** prior to the Inception Date as shown on the **Schedule** and not disclosed in the **Application**.

D. **Proof of Loss for all First Party Insuring Agreements**

With respect to Loss, the Insured Organisation will submit a Proof of Loss to the Insurer no later than six (6) months from the discovery of the Cyber Incident, Interruption, or Adverse Publication for which such Loss was incurred, or such additional time that is reasonable to allow for costs and expenses to be determined, as agreed between the Insurer and the Insured. The Insureds agree to fully cooperate with and to provide any additional information reasonably requested by the Insurer in its investigation and review of such Loss.

With respect to the Business Interruption Insuring Agreement and the Supply Chain Interruption Insuring Agreement, Income Loss, will be determined taking into consideration the Proof of Loss and the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the Business Interruption or Supplier Interruption not occurred, and all material changes in market conditions or adjustment expenses which would affect the net profit generated.

E. **Valuation of Covered Property**

Adjustment of the physical loss or physical damage to **Covered Property** is limited to the **Insured Organisation's** financial interest in such property and is computed as of the date of loss or damage at the place of loss or damage. The **Insurer** will not pay more than the **Insured Organisation's** financial interest in the **Covered Property** and the lesser of the following:

1. the cost to repair **Covered Property**;
2. the cost to rebuild or replace **Covered Property** on the same site with new materials of like size, kind, and quality;
3. the cost to rebuild, repair, or replace **Covered Property** on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;
4. the unamortized value of improvements and betterments if **Covered Property** is not repaired or replaced;
5. if not repaired or replaced, the amount it would cost to repair or replace **Covered Property**, on the date of loss, with material of like kind and quality, with proper deduction for physical depreciation and obsolescence, but in no event more than the fair market value (the "Actual Cash Value");
6. the Actual Cash Value if **Covered Property** is useless to the **Insured Organisation** or not repaired, replaced, or rebuilt within (2) two years from the date of loss; or
7. the selling price of real property or machinery and equipment, offered for sale on the date of loss.

F. **Bankruptcy**

The bankruptcy or insolvency of an **Insured** or of the estate of an **Insured** does not relieve the **Insurer** of its obligations under this **Policy** nor deprive the **Insurer** of its rights or defences under this **Policy**.

G. **Subrogation**

If any payment is made under this **Policy** and the **Insured** has any rights of recovery against any other party, the **Insurer** will be subrogated to all of the **Insured's** rights of recovery. The **Insured** must, at its own cost, provide all reasonable assistance to the **Insurer** in exercising such rights and must not do anything that may prejudice the **Insurer's** position or its potential or actual rights of recovery against any party. Any amounts recovered will be paid first to the **Insurer** for all subrogation expenses, **Damages, Claim Expenses, or Loss**, and any remaining amounts will be paid to the **Insured** for reimbursement of any **Retention** paid.

Provided, however, if the **Insured** has waived its rights to subrogate against a third party in a written contract or agreement before an **Incident** giving rise to a **Claim**, or before a **Loss** has occurred, the

Insurer waives their rights to subrogate against such third party, subject to any exceptions or exclusions included in the waiver given by the **Insured**.

H. Dispute resolution and arbitration

This contract of Insurance shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of this Agreement or its validity will be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The Parties shall mutually appoint a sole arbitrator. The venue for the arbitration shall be at Mumbai. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding upon the Parties. Subject to the above, the Parties submit to the exclusive jurisdiction of the courts in Mumbai, India.

I. Change in Operations

The **Named Insured** agrees to notify the **Insurer** of any material changes to any operations and activities of the **Insured** as soon as reasonably practicable during the **Policy Period**. If these changes in operations or activities result in a substantial change to the exposure of an **Insured** or a material alteration to the risk during the **Policy Period**, the **Insurer**, acting reasonably, has the right to modify the coverage provided or make adjustments to the premium or rates charged for any coverage provided.

J. Extended Reporting Period

1. Solely with respect to the Security & Privacy Liability, Regulatory Liability, or Media Liability Insuring Agreements, and only in the event of cancellation or non-renewal of this **Policy** for reasons other than non-payment of **Premium**, or noncompliance with the terms and conditions of this **Policy**, the **Named Insured** has the right, upon payment of additional premium, to purchase an Extended Reporting Period for a duration of:
 - a. twelve (12) months for an additional premium of one-hundred percent (100%) of the annual **Premium**; or
 - b. twenty-four (24) months for an additional premium of one-hundred and fifty percent (150%) of the annual **Premium**; or
 - c. thirty-six (36) months for an additional premium of two hundred percent (200%) of the annual **Premium**,to begin following the effective date of such cancellation or non-renewal.
2. The right to purchase the Extended Reporting Period terminates unless written notice of the intention of the **Named Insured** to purchase it, together with payment of the additional premium due, is received by the **Insurer** within sixty (60) days after the effective date of the termination or cancellation.

The additional premium for the Extended Reporting Period is deemed fully earned. Once purchased, the Extended Reporting Period may not be cancelled.
3. Coverage for the Extended Reporting Period is only for **Claims** first made during such Extended Reporting Period arising from an **Incident** allegedly committed on, or after, the **Retroactive Date** and prior to the effective date of such cancellation or non-renewal. A **Claim** made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. All terms and conditions in effect on that day apply to the **Claim**.
4. The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided nor does it provide an additional or renewed Aggregate Limit of Insurance.

K. Takeover / Partial Divestiture

If during the **Policy Period**, any of the following events occur:

1. the acquisition by any person or entity, or affiliated group of persons or entities, of fifty-one percent (51%) or more of the **Named Insured's** issued and outstanding voting securities representing the present right to vote for the election of the **Named Insured's** directors;
2. the acquisition, divestiture or sale of more than fifty percent (50%) of the **Named Insured's** assets or liabilities (as reflected in the **Named Insured's** most recent consolidated financial statement) by or to any person or entity or affiliated group of persons or entities;
3. the appointment of a receiver, manager, administrator, conservator, trustee, provisional liquidator or liquidator, rehabilitator, or any similar official for or with respect to the **Named Insured**;
4. the **Insured Organisation's** merger with or consolidation into any other entity such that the **Named Insured** is not the surviving entity; or
5. the **Insured Organisation's** divestiture or sale of an operating entity representing less than fifty percent (50%) of the **Named Insured's** assets or liabilities;

(such events referred to in **1.** through **4.** in this sub-section as a “Takeover”, and such events referred to in **5.** in this sub-section as a “Partial Divestiture”) then, such coverage as existed under this **Policy** before such Takeover or Partial Divestiture continues in full force and effect for any **Cyber Incident** discovered by a member of the **Control Group**, or **Claim** made against the **Insured** or divested entity, before such Takeover or Partial Divestiture, and for which notice is provided in accordance with Condition VIII. B. Notice, prior to the effective date of such Takeover or Partial Divestiture. But coverage will cease with respect to any such **Cyber Incident** discovered by a member of the **Control Group**, or **Claim** made against the **Insured** or divested entity, after such Takeover or Partial Divestiture. The **Insured** has the right to purchase an Extended Reporting Period for the applicable entities in the event of a Takeover or Partial Divestiture, provided all **Premium** due for the remainder of the **Policy Period** has been fully paid.

L. Transfer of Rights and Duties under this Policy

Any rights and duties of the **Insured** under this **Policy** may not be transferred or assigned without the prior written consent of the **Insurer**.

M. Third Parties

A person who is not a party to this Policy shall have no right whatsoever to enforce any of its terms.

N. No Waiver of Change of Terms

Notice or knowledge possessed by any person does not affect a waiver or a change in any part of this **Policy** or stop the **Insurer** from asserting any rights under the terms of this **Policy**; nor are the terms of this **Policy** waived or changed except by written endorsement issued by the **Insurer**.

O. Other Insurance

The First-Party Insuring Agreements, excluding Coverage Extensions, provided under this **Policy** are primary insurance.

The Third-Party Insuring Agreements and Coverage Extensions provided under this **Policy** apply excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this **Policy**. This **Policy** is primary of any insurance maintained by an **Additional Insured** if, prior to any **Computer Attack, Privacy Incident, Extortion Threat, Regulatory Proceeding, or Media Wrongful Act**, an **Insured** has contractually obligated itself to provide primary insurance in a written contract between the **Insured Organisation** and such **Additional Insured**, but only with respect to any **Claim** arising solely from the Security & Privacy Liability, Regulatory Liability, or Media Liability Insuring Agreements. In the event the First-Party Cyber Property Damage Coverage Extension is purchased, then the **Insured Organisation** is obligated to ensure Property Insurance is obtained and remains valid, collectible, in full force and effect and without modification. The **Insured Organisation** agrees that if such insurance: **1.** is cancelled, non-renewed or rescinded; or **2.** is or becomes unavailable or uncollectible, regardless of whether or not any insurer or any other person or organisation is or becomes financially impaired, the **Insurer's** obligations will not change from that which existed prior to the occasion of **1.** or **2.** of this sub-section.

Notwithstanding any terms of this **Policy** to the contrary and solely with respect to the Funds Transfer Fraud, Deceptive Transfer Fraud, and Computer Fraud, Insuring Agreements, if an **Insured** is entitled to coverage under one or more valid and collectible bonds or other policies of insurance, then the coverage under such Insuring Agreements shall apply as excess over any retention, deductible, or limit of any other valid and collectible insurance whether such other insurance is stated as primary, contributory, excess, contingent, or otherwise.

P. Currency

Unless specifically stated otherwise, all amounts referred to in this **Policy** are expressed and payable in the **Currency** specified in the **Schedule** and all **Claims** and **Loss** paid at the rate of exchange published by RBI/ an authorised dealer in India as of the date the final judgment is issued, or amount of settlement is agreed upon. If, for the Cyber Extortion Insuring Agreement, such payments are made in bitcoin or other cryptocurrency, the valuation will be made in the **Currency** specified in the **Schedule** and paid at the rate of exchange published by published by RBI /an authorised dealer in India, as of the date of extortion demand, or date of payment of the extortion demand, whichever is less.

Q. Sanctions

Liberty will not be deemed to provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Liberty** or its parent to any sanction, prohibition or restriction under United Nations

resolutions or the trade or economic sanctions, laws or regulations of India, the European Union, United Kingdom, United States of America or other applicable jurisdiction..

R. Covenants

As a condition precedent to any duties or obligations of the **Insurer** under this **Policy**, the **Insured** warrants and agrees that:

1. the statements made in the **Application** and in its attachments and any materials submitted therewith are true and are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**;
2. the statements made in the **Application** and in its attachments and any materials submitted therewith are representations the **Named Insured** made on behalf of all **Insureds**; that will be deemed material to the acceptance of the risk assumed by the **Insurer** under this **Policy**;
3. in the event the **Application** or its attachments and any materials submitted therewith, contains any misrepresentation, misstatement or omissions, that materially affect the acceptance of the risk assumed by the **Insurer** under this **Policy**, then no coverage will be afforded for any **Incident** or **Claim** based upon, arising from, or in consequence of any such misrepresentation; and
4. the **Application** for coverage will be construed as a separate **Application** for coverage by each **Insured**. With respect to statements made in such **Application**, only knowledge possessed by any member of the **Control Group** and the individual who signed such **Application** is imputed to other **Insureds**.

S. Allocation

If a **Claim** made against an **Insured** includes both covered and uncovered matters or losses or is made against an **Insured** and others not insured, then such **Insured** and the **Insurer** will allocate financial responsibility for the covered and uncovered amounts, including but not limited to **Claim Expenses**. The **Insured** and the **Insurer** will use their best efforts to agree upon a fair and proper allocation between covered and uncovered **Damages**, considering the relative legal and financial exposures, and the relative benefits obtained by each **Insured** resulting from the covered and uncovered matters and/or such benefits to an uninsured party using the same measure. If the **Insured** and the **Insurer** are not able to come to some agreement regarding the amount of allocation, then the **Insurer** will pay only those amounts, excess of the applicable **Retention** amount, which the **Insurer**, acting reasonably, deems to be fair and equitable until a different amount is agreed upon or determined pursuant to the provisions of this **Policy** and the above standards.

T. Takedown and Scanning Authorisation

The **Insurer** shall not assume any liability with respect to any action by a **Threat Management Vendor**. If payment is inadvertently made with respect to a cybersecurity tool that acts to mimic vulnerable system(s) to attract cybercriminals for cybersecurity purposes, (a “honeypot” or “honeynet”) there will be no erosion of the coverage extension limit and no further recourse under this **Policy**.

By accepting this **Policy**, the **Insured** consents to the **Insurer** conducting scans of the **Insured Organisation’s** internet-facing systems and applications, for cybersecurity purposes

U. Headings, Policy Interpretation & Construction

The titles of paragraphs or sections of this **Policy** or any endorsements are intended solely for convenience and reference and are not considered in any way to limit or expand the provisions to which they relate and are not part of this **Policy**. Whenever the singular form of a word is used herein, the same will include the plural when required by context and vice versa. For the meaning of any words in bold, refer to the **Schedule** or to the Definitions Section II.

V. Confidentiality

The **Insured** agrees that they will not disclose the existence of this **Policy** to any third party, except:

- (a) to professional advisers under an obligation of confidentiality;
- (b) to third parties to whom the **Insured** is required for tender purposes or by contract to demonstrate the existence of insurance, provided that such third parties undertake to the **Insured** to keep the existence of this **Policy** confidential; or
- (c) if the **Insured** is legally required to disclose the existence of this **Policy** or is a listed company and discloses the existence of this **Policy** as part of its statutory reporting provisions in respect of mitigation of cyber risks.

W. Cancellation

Liberty General Insurance Limited

Corporate Identity Number: U66000MH2010PLC269656. IRDAI Registration No.150
 Unit 1501&1502, 15th Floor, Tower 2, One International Center
 Senapati Bapat Marg, Prabhadevi, Mumbai – 400013,
 Phone: +91 226700 1313 Fax: +91 226700 1606
 Website: www.libertyinsurance.in
 UIN:



Cancellation by the Insured: The Insured may cancel this Policy by giving written notice to Liberty. If the Policy is cancelled, Liberty shall be entitled to retain a pro-rata proportion of the premium for the time it has been on risk provided that no claim has been made on the Policy.

Cancellation by Insurer: Liberty may cancel the Policy by giving You at least 7 days written notice, and if no claim has been made then We shall refund a pro-rata Premium for unexpired Policy Period. Under normal circumstances, Policy will not be cancelled except for reasons of mis- representation, fraud, non-disclosure of material facts or Your non-cooperation.

Annual Short Period Cancellation Scale	
Cancellation Period (Days)	Refund Amount as percentage of Annual Premium amount (excluding GST)
Up to 7 days	100%
8 to 270 days	Pro Rata
271 to 365 days	0%

Policy issued for the Period of more than 1 year, the following method shall be applied:

- (i) If the request for cancellation is received in First Year, the apportioned Premium for subsequent years will be refunded in full and for refund of Premium of First Year, the annual short period cancellation scale as mentioned hereinabove will be applied on the apportioned First Year Premium.
- (ii) If the request for cancellation is received in subsequent year(s)
 - a) the apportioned Premium for the completed years of the Policy Period will be retained in full,
 - b) the annual short period scale as mentioned in hereinabove will be applicable for the refund of apportioned Premium of the ongoing Policy year,
 - c) Apportioned Premium for the remaining unutilized years of the Policy Period to be refunded in full.

Note: No Premium refund shall be made in respect of Policy on which Claim has been lodged by the Insured or a person on behalf of the Insured, whether such Claim was admitted or repudiated.

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