



**THE ORIENTAL  
INSURANCE COMPANY  
LIMITED**

**Oriental Cyber  
Insurance Policy**



## Notice

Coverage under this **Policy** is provided on a claims made and reported basis. This **Policy** applies only to **Claims** first made against the **Insured** during the **Policy Period** and reported to the **Underwriters** during the **Policy Period** or Extended Reporting Period, if applicable, and to **Loss** first discovered by the **Insured** and notified to the **Underwriters** during the **Policy Period** or Extended Reporting Period, if applicable.

Any obligation or payment owed by the **Underwriters** shall in every case be subject to the Limits of Liability as stated in the Schedule.



## Schedule

### Policy number

### 1 Named Insured

Name

Address

Country:

Postcode/Zip Code:

### 1 Policy Period

Inception Date

(12AM Insured Time Zone)

Expiry Date

(12AM Insured Time Zone)

### 3 Limits & Retention

Aggregate Limit

Coverage	Retention (USD) / Waiting Period (hours/days)	Sublimit
1.A Digital Asset Destruction	12 Hours/	
1.B Cyber Extortion		
1.C Incident Response Expenses		
2.A Security and Privacy Liability		
2.B Regulatory Defense and Penalties		
2.C Multimedia Liability		
2.D Payment Card Industry Fines and Expenses		

### 4 Premium

Gross Premium

### 5 Maximum Indemnity Period

3.A Business Interruption

### 6 Premium Payment



**7 Territorial Limits**

Territory

**8 Choice of Jurisdiction**

Jurisdiction

**9 Notification of Claims**

**10 Intermediary**

**11 Pre-Approved Vendors**



## Insuring Agreements

In consideration of the payment of the premium in full and in reliance upon the Application, the Underwriters agree to indemnify the Insured in excess of the Retention or after the expiration of the Waiting Period, as indicated in Item 3 of the Schedule, for the following insuring agreements or optional extensions, provided the same is agreed to in the Schedule and the applicable premium has been paid and subject always to all terms, conditions, exclusions and limitations of this Policy:

**1 Loss** first discovered by the **Control Group** during the **Policy Period** and reported to the **Underwriters** during the **Policy Period** or Extended Reporting Period, if applicable, for:

a) **Digital Asset Destruction**

**Digital Asset Loss** incurred as a direct and necessary result of a **Privacy Breach, Security Breach or Administrative Error**. If it is determined that those **Digital Assets** cannot be restored or recreated, the **Underwriters** will only reimburse the **Insured's** expenses incurred up to the date of such determination.

b) **Cyber Extortion**

**Extortion Expenses** and **Extortion Payment** incurred directly as a result of a **Cyber Extortion Threat**.

c) **Incident Response Expenses**

**Breach Response Expenses** incurred as a result of a **Privacy Breach** or **Security Breach**.

**2** Amounts which the **Insured** is legally obligated to pay as a result of a **Claim** first made against the **Insured** during the **Policy Period**, and reported to the **Underwriters** during the **Policy Period** or Extended Reporting Period, if applicable, for:

a) **Security and Privacy Liability**

**Damages** and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from a **Privacy Breach**.

b) **Regulatory Defense and Penalties**

**Regulatory Fines and Penalties** and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from a **Security Breach** or **Privacy Breach**.

c) **Multimedia Liability**

**Damages** and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from **Multimedia Activities**.

d) **Payment Card Industry Fines and Expenses**

**Payment Card Industry Fines and Expenses** and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from a **Security Breach** or **Privacy Breach**.

**3** Optional Extension

The Insured Coverage under this Policy is extended to the following Optional Extensions, subject to the terms, conditions, exclusions and limitations of this Policy:

**Loss** first discovered by the **Control Group** during the **Policy Period** and reported to the **Underwriters** during the **Policy Period** or Extended Reporting Period, if applicable, for

a) **Business Interruption**

**Income Loss, Operating Expenses** and **Extra Expense** incurred during the **Interruption Period** and after expiration of the **Waiting Period**, directly as a result of the total, or partial, or intermittent interruption or degradation in service of the **Insured's Computer System** caused directly by a **Privacy Breach** or a **Security Breach**.

## Exclusions

The **Underwriters** shall not be liable for any **Claim, Damages, Defense Expenses** or **Loss** based upon, arising out of, or in any way attributable to:

**1 Betterment**

The financial cost of improvements in respect of the **Computer System** following a **Privacy Breach, Security Breach, Cyber Extortion Threat, Administrative Error** or **Power Failure** which results in better than like kind or quality of the **Computer System** than that existing at the date of such **Privacy Breach, Security Breach, or Cyber Extortion Threat**; however, this exclusion is inapplicable if an upgraded system is the only available option, such determination subject to the agreement and written consent of the **Underwriters**;

**2 Bodily Injury**

Physical injury, sickness, disease, or death sustained by any individual and, where resulting from such physical injury only, mental anguish, mental injury, shock or emotional distress;



### 3 Breach of Contract, Warranty, Guarantee or Promise and Assumed Liability

Any breach of any express contract, warranty, guarantee or promise, or any liability assumed by the **Insured** under a contract or agreement, unless:

- a) the **Insured** would have been liable in the absence of such contract, agreement, warranty, guarantee or promise;
- b) a **privacy breach** involves the **Insured's** privacy policy; or
- c) unless otherwise covered under Insured Coverage 2.D. Payment Card Industry Fines and Expenses;

### 4 Description of Price of Goods

Actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services, including cost guarantees, cost representations, contract price, or cost estimates being exceeded;

### 5 Discrimination

Any actual or alleged discrimination of any kind, including but not limited to age, color, race, gender, religion, creed, national origin, marital status, sexual orientation, sexual preference, disability, marital status, financial condition or pregnancy, including violations of civil rights or discriminatory or retaliatory conduct of any kind.;

### 6 Employer-Employee Relations

Any employer-employee relations, policies, practices, acts or omissions, any actual or alleged refusal to employ any person, or any misconduct, including physical or sexual, with respect to **Employees**, including negligent employment, investigation, supervision, hiring, training or retention of any **Employee, Insured** or person for whom the **Insured** is legally responsible. However, this exclusion does not apply to a **Privacy Breach**;

### 7 Government Intervention

Non-discriminatory measures of a government taken in the public interest for the purposes of ensuring public safety, raising revenues, protecting the environment or regulating economic activities;

### 8 Infringement of Patents or Theft of Trade Secrets

The actual or alleged:

- a) Infringement of any patent or patent rights or misuse or abuse of a patent; or
- b) The misappropriation, theft, copying, display or publication of any trade secret, unless arising out of a **Privacy Breach** or **Security Breach**;

### 9 Insolvency or Bankruptcy

The insolvency, liquidation or bankruptcy of any person or entity, including any **Insured** to the extent permitted by law, or the failure, inability, or unwillingness of any person or entity or **Insured** to make payments or perform obligations or conduct business because of insolvency, liquidation, or bankruptcy;

### 10 Insured Misconduct

The **Insured's** willful, deliberate, malicious, fraudulent, dishonest, or criminal act or violation of law with the knowledge, connivance or acquiescence of any member of the **Control Group**; however, this exclusion shall not apply to **Defense Expenses** incurred in defending any such **Claim** until such time that there is a final admission or final adjudication establishing such conduct, at which time the **Insured** shall reimburse the **Underwriters** for all **Defense Expenses** incurred. Facts or knowledge possessed by the **Control Group** regarding the foregoing conduct shall be imputed to other **Insureds**;

### 11 Insured versus Insured

Any **Claim** made by or on behalf of an **Insured** against another **Insured**. This exclusion shall not apply to any **Claim** brought by an **Employee** outside of the **Control Group** as a result of a **Privacy Breach** or **Security Breach**;

### 12 Loss of Funds

- a) Loss, decrease in value or theft of securities or currency;
- b) Trading losses, liabilities or changes in trading account value; or
- c) The value of electronic funds, money, securities or wire transfer;

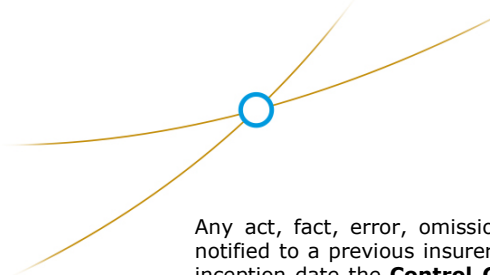
### 13 Natural Disasters

Any loss incurred as a result of a natural disaster, including fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail or any other natural physical event however caused;

### 14 Payment Card Industry

**Payment Card Industry Fines and Expenses** unless Insured Coverage 2.D. Payment Card Industry Fines and Expenses is included in this policy;

### 15 Prior Knowledge or Notification



Any act, fact, error, omission, event, incident, occurrence, claim or circumstance likely to give rise to a claim notified to a previous insurer, or which occurred or commenced prior to the inception date of this **Policy** if at the inception date the **Control Group** knew or should reasonably have foreseen the act, fact, error, omission, event, incident, occurrence, claim or circumstance as likely to form the basis for a **Claim** or **Loss** under this **Policy**;

#### **16 Property Damage**

Physical injury to, or impairment, destruction or corruption of, any tangible property, including personal property in the care, custody or control of the **Insured**. **Data** and **Digital Assets** are not tangible property;

#### **17 Pollutants**

Any actual or alleged or threatened presence, discharge, dispersal, release, escape or failure to detect pollutants or solid, liquid, gaseous or thermal irritant or contaminant of any kind, including smoke, vapor, soot, fumes, other air emission, acids, toxic chemicals, alkalis, mold, spores, fungi germs, odor, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic or electromagnetic field chemicals, or waste (including waste material to be recycled, reconditioned or reclaimed), whether or not such presence, discharge, dispersal, release, escape or failure to detect results from the **Insured's** activities or the activities of others, or whether such presence happened suddenly, gradually, accidentally, or intentionally.

#### **18 Radioactive, chemical, biological, biochemical and electromagnetic contamination**

- a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste; or
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

#### **19 Satellite, Electrical or Mechanical Failures**

Satellite failures; electrical or mechanical failures including spike, brownout or blackout; failures of overhead or subterranean transmission and distribution lines; or outage to utility infrastructure, including gas, water, telecommunications, telephone, internet or cable, unless such infrastructure is under the **Insured's** direct operational control;

#### **20 Specific Legislation**

- a) The actual or alleged purchase, sale, offer of, or solicitation of an offer to purchase or sell securities, or violation of any securities law including but not limited to the Securities and Exchange Board of India Act 1992 and the rules and regulations made thereunder;
- b) The actual or alleged violation by the **Insured** of any applicable criminal laws in India;
- c) The actual or alleged government enforcement of any central or state law or regulation including law or regulations promulgated by the Competition Commission of India, Telecom Regulatory Authority of India, or the Securities and Exchange Board of India; however this exclusion does not apply to Insured Coverage 2.B. Regulatory Defense and Penalties;
- d) Any breach or alleged breach of any workers' compensation, unemployment compensation, disability benefits or similar laws, including the Employees' Provident Funds and Miscellaneous Provisions Act 1952, Payment of Gratuity Act 1972, Minimum Wages Act 1948, the Payment of Bonus Act 1965, the Equal Remuneration Act 1976, the Maternity Benefit Act 1961, Employees' State Insurance Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and all other relevant central and state employment laws.;
- e) Any violation of any provision of, including but not limited to the Employees' Provident Funds and Miscellaneous Provisions Act 1952, Payment of Gratuity Act 1972, the Employees' Pension Scheme 1955.;
- f) The exposure of the **Insured** or **Underwriters** to, any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America;
- g) The Telecom Regulatory Authority of India Act of 1997 or any similar state or central statute, law, regulation or rule with regard to unsolicited distribution of email, text messages, direct mail, facsimiles, spam, actual or alleged wiretapping, audio or video recording, or telemarketing;
- h) Any actual or alleged unfair competition, price fixing, deceptive trade practices, or restraint of trade; or violation of any anti-trust statute, legislation or regulation, or any consumer protection statute, legislation, or regulation.
- i) The actual or alleged government enforcement of any provincial or federal government regulation;
- j) And or its equivalent in respective jurisdictions where the event may occur.

#### **21 Terrorism**

Any act of terrorism, except for a terrorist event perpetrated by electronic or internet-based applications or means;  
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## 22 Unauthorized Trading

Any and all trading by an **Insured**, including trade that at the time of the trade is:

- a) In excess of permitted financial limits; or
- b) Outside of permitted product lines;

## 23 Unencrypted Media

Any theft of, loss of, or parting with, any portable computing device or media containing data in an electronic format, unless the data stored on such device or media is stored in an encrypted format;

## 24 Anti-Trust Laws and Unfair Competition

Any actual or alleged violation of any anti-trust statute, legislation or regulation including the Competition Act 2002 or any similar provisions of any state or local statutory law or common law; or unfair competition, price fixing, deceptive trade practices;

## 25 Unlawful Collection

The actual or alleged unlawful collection or acquisition of personally identifiable information by or the distribution of unsolicited email, direct mail, or facsimiles, wiretapping, eavesdropping, audio or video recording, or telemarketing, if such distribution, wiretapping or recording is done by or on behalf of the **Insured**;

## 26 Use of Illegal or Unlicensed Programs

Knowing use of illegal or unlicensed programs or software;

## 27 War or Uprising

Confiscation, nationalization, requisition, strikes, labor strikes or similar labor actions; war, invasion, or warlike operations, civil war, mutiny, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising; military coup or usurped power.

## Definitions

### Administrative Error

An error or omission by an **Employee** in the input, processing or output of **Insured's Digital Assets** or the **Computer System** operation or maintenance.

### Adverse Media Event

A report in the media of a **Privacy Breach** or **Security Breach** including via newspapers, radio, television, internet, blogging, vlogging and social media, that has an adverse impact on the **Insured's** business or reputation.

### Aggregate Limit

The maximum amount that the Underwriters will pay under this Policy as specified in the Schedule.

### Breach Response Expenses

- a) Costs of an external IT security expert to determine the cause, scope and extent of the **Privacy Breach** or **Security Breach** or any immediate actions necessary to mitigate ongoing harm to the **Insured's Computer System**;
- b) Costs and expenses of a legal firm to determine any actions necessary to comply with **Privacy Regulations**;
- c) Notification costs and related expenses to notify:
  - i. Individuals who are required to be notified in compliance with **Privacy Regulations** mandating notification; or
  - ii. at the **Underwriters'** discretion and pursuant to written consent (consent will not be unreasonably withheld), to individuals residing in states, provinces or countries that do not have mandatory notification laws or regulations;
- d) Costs of setting up a telephone call center in order to support notified individuals and to provide credit file monitoring services and/or identity theft assistance;

### Claim

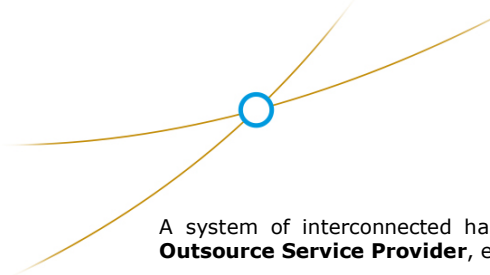
- a) A written notice received by any **Insured** during the **Policy Period** of an intention to hold the **Insured** responsible for **Damages**, including the service of legal proceedings, the institution of arbitration or mediation, or a written request to toll or waive a statute of limitations against any of the **Insureds**;
- b) A request for information, civil investigative demand, formal civil administrative proceeding or formal regulatory action only to the extent covered by Insured Coverage 2.B. Regulatory Defense and Penalties;
- c) A written demand for **Payment Card Industry Fines and Expenses** received by an **Insured** only to the extent covered by Insured Coverage 2.D. Payment Card Industry Fines and Expenses.

### Computer System

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A system of interconnected hardware and peripherals, and associated software, operated by the **Insured** or an **Outsource Service Provider**, except only where operated by the **Insured**

#### **Control Group**

Any of the Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Operating Officer, Chief Information Security Officer, Risk Manager or equivalent, or a member of the Risk Management department responsible for placing and maintaining this insurance.

#### **Crisis Communications Expenses**

Expenses reasonably incurred by the **Insured** and approved in writing in advance by the **Underwriters** for the employment of a public relations consultant if the **Insured** reasonably considers that action is needed in order to avert or mitigate a **Gross Earnings** or **Adverse Media Event**.

#### **Cyber Extortion Threat**

A credible threat or series of credible threats that includes a demand for **Extortion Payment** to:

- a) Release, disseminate, destroy or corrupt the **Insured's Digital Assets**;
- b) Introduce **Malicious Code** into the **Insured's Computer System**;
- c) Corrupt, damage or destroy the **Insured's Computer System**;
- d) Electronically communicate with the **Insured's** customers and falsely claim to be the **Insured** or to be acting under the **Insured's** direction in order to falsely obtain personal confidential information of the **Insured's** customers (also known as "pharming," "phishing," or other types of false communications); or
- e) Restrict or hinder access to the **Insured's Computer System**, including the threat of a criminal or malicious **Denial of Service**.

#### **Damages**

The amount an **Insured** is legally obligated to pay in respect of:

a **Claim**, including a monetary judgment, award, or settlement, interest and a claimant's legal costs; punitive and exemplary damages, to the extent such damages are insurable under the law pursuant to which this **Policy** is construed; **Regulatory Fines and Penalties** only to the extent covered by Insured Coverage 2.B. Regulatory Defense and Penalties; and **Payment Card Industry Fines and Expenses** only the extent covered by Insured Coverage 2.D. **Damages** shall not mean any internal costs of the **Insured** such as wages, salaries or other remuneration.

**Damages** shall not include:

- a) Future profits or royalties, restitution, or disgorgement of the **Insured's** profits;
- b) The cost of complying with orders granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
- c) Loss of the **Insured's** fees or profits, return or offset of the **Insured's** fees or charges (invoiced or not), or the **Insured's** commissions or royalties provided or contracted to be provided;
- d) Fines, taxes or loss of tax benefits, sanctions unless covered under Insured Coverage 2.B. **Regulatory Defense and Penalties** and unless covered under Insured Coverage 2.D **Payment Card Industry Fines and Expenses**;
- e) Liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement, unless covered under Insured Coverage 2.D **Payment Card Industry Fines and Expenses**;
- f) Any amount which the **Insured** is not legally obligated to pay; and
- g) Amounts which are uninsurable under the law pursuant to which this **Policy** is construed.

#### **Data**

Information represented, transmitted or stored electronically or digitally including code, or a series of instructions, operating systems programs, software and firmware;

#### **Defense Expenses**

Reasonable legal fees charged by an attorney to defend a **Claim** and the necessary costs and expenses incurred by the **Insured**, with the prior written consent of the **Underwriters**, resulting from the investigation, response, adjustment, defense, appeal and/or settlement of a **Claim** made against the **Insured**, or such reasonable and necessary legal fees and costs incurred by an attorney from the 24-Hour Cyber-Incident Hotline or Pre-Approved Vendors specified in Schedule II.

#### **Denial of Service**

Unauthorized interference or malicious attack that restricts or prevents access to the **Insured's Computer System** for entities authorized to gain access.

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### Digital Asset Loss

Expenses incurred to restore or recreate **Digital Assets**.

### Digital Assets

The **Insured's** digital files including data, computer programs, electronic documents and audio content stored on the **Computer System**.

### Employee

Any person employed by the **Insured** under a contract of service with the **Insured**, whose labor or service is currently or has formerly been engaged by and directed solely while acting in such capacity by the **Insured**; **Extortion Expenses**

Reasonable and necessary expenses incurred to avoid a **Privacy Breach, Security Breach** or the disruption or failure of the **Insured's Computer System**, resulting directly from a **Cyber Extortion Threat**.

### Extortion Payment

The payment of a ransom demand to avoid a **Privacy Breach, Security Breach** or the disruption or failure of the **Insured's Computer System**, resulting directly from a **Cyber Extortion Threat**. The **Insured** must report any payments to local or federal law enforcement authorities as soon as practicable.

### Extra Expense

Expenses incurred to avoid or minimize the suspension of business as a result of the total or partial interruption, degradation in service, or failure of the **Computer System** caused by a **Privacy Breach, Security Breach, Administrative Error** or **Power Failure**. The amount of such **Extra Expense** recoverable shall in no event exceed the amount already accounted for in the covered **Income Loss** that is reduced by such incurred expenses;

### Income Loss

The net loss of profit, before deduction of income tax, that is reasonably projected to have been earned had no **Privacy Breach, Security Breach, Administrative Error** or **Power Failure** occurred. Such income projection will take into account the experience of the **Insured's** business during the previous twelve months, and the probable experience had no **Privacy Breach, Security Breach, Administrative Error** or **Power Failure** occurred (from the date thereof). **Income Loss** shall be limited to the loss incurred during the **Interruption Period** and after the expiration of the **Waiting Period**;

### Insured

- (a) The entity specified in the Policy;
- (b) Any **Subsidiary** whilst a **Subsidiary**;

### Interruption Period

The period of time that commences when the interruption, degradation or failure of the **Computer System** begins, and ends on the earlier of:

- (a) the date of restoration of the **Computer System**, plus up to 30 days after such to allow for restoration of the **Insured's** business; or
- (b) 120 days.

### Loss

Any or all of **Breach Response Expenses, Crisis Communications Expenses; Digital Asset Loss, Extortion Expenses, Extortion Payment, Extra Expense, Income Loss, Operating Expenses**;

### Malicious Code

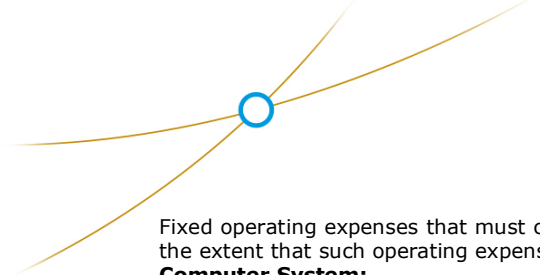
Software intentionally designed to damage **Digital Assets** or a **Computer System** without the owner's informed consent by a variety of forms including, but not limited to, virus, worm, Trojan horses, spyware, dishonest adware, and crimeware;

### Multimedia Activities

The release or display of any electronic media on the **Insured's** website that is under the direct sole control of the **Insured** and directly results in any of the following:

- (a) Defamation, libel, slander, product disparagement or trade libel, including emotional distress, outrage or outrageous conduct directly resulting from the foregoing;
- (b) Infringement, interference, or invasion of an individual's right of privacy or publicity, including false light, intrusion upon seclusion, commercial misappropriation of likeness, and public disclosure of private facts;
- (c) Plagiarism, piracy or misappropriation of ideas under an implied contract;
- (d) Infringement of copyright, trademark, trade name, trade dress, title, slogan, service mark or service name; or
- (e) Domain name infringement or improper deep-linking or framing.

### Operating Expenses



Fixed operating expenses that must continue during the **Interruption Period** (including ordinary payroll), but only to the extent that such operating expenses are affected by the total or partial interruption or degradation in service of the **Computer System**;

#### **Payment Card Industry Fines and Expenses**

Payment card industry forensic investigation costs, fines or penalties, assessments, including fraud loss recoveries and card replacement costs, and administrative costs that the **Insured** is legally obliged to pay under the terms of a merchant services agreement as a result of the **Insured's** actual or alleged non-compliance with payment card industry data security standards. **Payment Card Industry Fines and Expenses** does not include any ongoing obligation or audit following the imposition of an assessment, fine or penalty.

#### **Power Failure**

Failure in electrical power supply, but only where such power is under the direct operational control of the **Insured**.

#### **Privacy Breach**

A breach of confidentiality, infringement, or violation of any right to privacy or of the **Privacy Regulations**.

#### **Privacy Regulations**

Statutes, laws and regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information including but not limited to the Information Technology Act, 2000, the Indian Contract Act, 1872, and other relevant rules stipulated thereunder or its equivalent in respective jurisdictions where the event may occur.

#### **Regulatory Fines and Penalties**

Civil fines, monetary penalties payable or a monetary amount which the **Insured** is legally obligated to deposit in a fund as equitable relief imposed by a governmental agency or regulatory authority as a result of a breach of the **Privacy Regulations**.

#### **Retention**

The figure specified in Item 1 of the Schedule that is payable by the **Insured** in respect of every **Claim** and **Loss**.

#### **Security Breach**

- (a) **Unauthorized use** of the **Computer System**;
- (b) Denial of Service;
- (c) **Malicious Code** or;
- (d) The failure to prevent or hinder participation in a **Denial of Service** from a **Computer System**.

A series of continuing **Security Breaches**, or related or repeated **Security Breaches**, shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.

#### **Subsidiary**

Any entity with more than 50% of the outstanding voting securities representing the present right to vote for the election or appointment or designation of such entity's directors, managers or equivalent that are owned or controlled by the **Insured** directly or indirectly; or any joint venture which the **Insured** has managerial control, or which it has the right to elect or designate or otherwise appoint or directly or indirectly control the appointment of more than 50% of such entity's directors, trustees, managers or equivalent.

#### **Unauthorized Use**

The use of a **Computer System** by an unauthorized person or an authorized person in an unauthorized manner.

#### **Underwriters**

The Oriental Insurance Co Ltd is the underwriter for the policy.

#### **Waiting Period**

The period specified in Item 1 of the Schedule, applicable to Insured Coverage 1.A. Business Interruption, which must expire prior to any right of indemnity hereunder.

## Claims Conditions

### 1 Notice of Claim, Loss or Circumstance

- a) If, during the **Policy Period**, the **Control Group** becomes aware of a **Claim** or **Loss**, the **Insured** must forward details to the **Underwriters** through the persons named in the Schedule at [Address and Email details] within [7] days from such date of discovery, during the **Policy Period** or the Extended Reporting Period, if applicable.
- b) The **Insured** must report a **Claim** or **Loss** regardless of whether the **Claim** or **Loss** arises out of any previously reported incidents, circumstances, acts, errors or omissions, or related **Claim** or **Loss**.
- c) If during the **Policy Period**, the **Control Group** becomes aware of any incidents, circumstances, acts, errors or omissions that could reasonably result in a **Claim** or **Loss**, the **Insured** must forward details to the **Underwriters** as soon as practicable and in any event during the **Policy Period** or the Extended Reporting Period through the persons named in the Schedule. Any **Claim** or **Loss** arising out of such reported incidents, circumstances, acts, errors or omissions will be deemed to have been made or incurred when the **Underwriters** first received notice complying with this paragraph.
- d) Any **Loss**, **Claim** or incidents, circumstances, acts, errors or omissions that could reasonably result in **Loss** or a **Claim** shall be considered properly reported to the **Underwriters** when notice is first given to the persons named in the Schedule.

### 2 Dispute resolution

- a) No legal action shall be instituted by any **Insured** against the **Underwriters** in any court in respect of any alleged defense expenses or indemnity payable by the **Underwriters** in respect of any **Claim** unless, as a condition precedent thereto, there has been full compliance with all the terms of the **Policy** and the amount of the **Insured's** obligation to pay the relevant third party claimant shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration, or by written agreement of the **Insured**, the claimant, and the **Underwriters**.
- b) Any person or organization or the legal representative thereof who has secured such judgment, award, or written agreement shall thereafter be entitled to make a claim under this **Policy** to the extent of the insurance afforded by this **Policy**. No person or organization shall have any right under this **Policy** to join the **Underwriters** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Underwriters** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Insureds** or **Underwriters** of their obligations hereunder.
- c) If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (and as amended from time to time) The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts



### 3. Defense, settlement and investigation of Claims

- (a) The **Underwriters** shall have the right and duty to defend any **Claim** against the **Insured**, even if any of the allegations of the **Claim** are groundless, false, or fraudulent, subject to the Limit of Liability, Exclusions, and other terms and conditions of this Policy.
- (b) Defense counsel shall only be appointed with the **Underwriters'** prior written consent. Such consent shall not be unreasonably withheld. However, in the absence of agreement, the **Underwriters'** decision shall be final.
- (c) The Limit of Liability available to pay **Damages** shall be reduced, and may be completely exhausted, by payment of **Defense Expenses** or any other amounts covered under the Policy. **Damages, Defense Expenses, Loss**, and any other amounts covered under the Policy shall be applied against the **Retention**.
- (d) The **Underwriters** shall have the right to make any investigation they deem necessary including with respect to the coverage.
- (e) With respect to Insured Coverages 2.A Regulatory Defense and Penalties, 2.B Payment Card Industry Fines and Expenses, 2.C Security and Privacy Liability and 2.D Multimedia Liability if the **Insured** refuses to consent to any settlement or compromise recommended by the **Underwriters**, whether in excess of or within the **Retention**, that is acceptable to the claimant, and elects to contest the **Claim**, the **Underwriters'** total liability for any **Damages, Defense Expenses** and other payments shall not exceed:
  - i. The amount for which that **Claim** could have been settled, plus the **Claims Expenses** incurred up to the time of such refusal, less the remaining **Retention**; and
  - ii. Fifty percent (50%) of any **Damages, Defense Expenses** and other payments, incurred after the date such settlement or compromise was recommended to the **Insured**. The remaining fifty percent (50%) of such **Damages, Defense expenses**, or other payments are to be borne by the **Insured** at the **Insured's** own risk and uninsured.
- (f) The **Underwriters** shall not be obligated to pay any **Damages, Defense Expenses, Loss** or any other amounts under the Policy, or to undertake or continue the defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Damages, Defense Expenses**, or other amounts under this Policy and that upon such payment, the **Underwriters** shall have the right to withdraw from the further defense thereof without further liability by tendering control of the defense to the **Insured**.

## General Conditions

### 1. General Interpretation

- (a) The singular includes the plural and vice versa, the masculine includes the feminine and neutral, and "entity" includes natural persons;
- (b) "Including" and "include(s)" mean without limitation;
- (c) Any obligation or payment owed by the **Underwriters** shall in every case be subject to the Limits of Liability specified in Item 1 of the Schedule;
- (d) Any reference to legislation, statute, regulation, or law includes any similar or related law, statute, ordinance, or regulation, any amendments, and any rules or regulations or executive orders promulgated thereunder, or by federal, state, local or other agencies or similar bodies thereof;
- (e) Any reference to a regulatory or investigative or other state or local governmental body includes any similar, subsidiary or related agency or body;
- (f) The descriptions in the headings and subheadings of this Policy are solely for convenience and form no part of the terms and conditions of coverage;
- (g) All or part of any provision of this Policy which is or becomes void or illegal, invalid or unenforceable by a court or other competent body under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect as would have been achieved by the deleted provision had it remained enforceable; and
- (h) Any clause designated as a condition precedent shall require the entity to which it applies to comply specifically and completely with it and any breach or failure to do so shall entitle the **Underwriters** to reject all or part of the **Claim** or **Loss** or any related claim or loss whether or not such breach or failure causes loss, prejudice or damage.

### 2. Policy Liability

The Aggregate Limit specified in Item 1 of the Schedule shall be the maximum liability of the **Underwriters** under this Policy. The sub-limits applicable to each Insured Coverage specified under Item 1 of the Schedule form part of and are not in addition to such Aggregate Limit.

All **Claims** or **Loss** arising out of the same related or continuing acts, facts, circumstances or event shall be considered a single **Claim** or **Loss**, without regard to the number of **Insureds, Claims** or claimants. All such **Claims** or **Loss** shall be deemed to have been made at the time of the first such **Claim** or **Loss**.

If a **Claim** purports to trigger coverage under more than one policy issued by the Underwriters to the **Insured**, the **Claim** will only be covered under the policy with the highest limit of insurance available or, if the limits are the same, under only one of the policies.

### 3. Retention & Waiting Period

The **Retention** amount specified in Item 1 of the Schedule for each Insured Coverage shall apply separately to each and every **Loss** and **Claim** and shall be satisfied in full by the **Insured's** monetary payments of **Loss, Damages, and Defense Expenses**. The **Underwriters** shall only be liable for the amounts in excess of the **Retention** (subject to the Limit of Liability).

For Insured Coverages subject to an additional **Retention** or waiting period on an hourly value, specified in Item 1 of the Schedule, the **Underwriters** will only become liable on expiration of such **Waiting Period**.

Any **Claim** attaching to more than one Insured Coverage shall be subject to the appropriate **Retention** for each such Insured Coverage.

The **Insured's** payment of the applicable **Retention** is a condition precedent to the payment by the **Underwriters** of any amounts covered under the Policy. The **Insured** shall make direct payments within the **Retention** to the appropriate parties as designated by the **Underwriters**.

### 4. Extended Reporting Period

(a) Automatic Extended Reporting Period

If either the **Insured** or the **Underwriters** cancel or non-renew this policy, the **Insured** shall have the right following the effective date of such cancellation or non-renewal to a period of thirty (30) days in which to give written notice to the **Underwriters** of **Claims** or **Loss**, but only in respect of any **Claim** made during the Policy Period or **Loss** which commenced during the Policy Period and is otherwise covered by this insurance;

(b) The Limit of Liability for the Automatic Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the Policy Period.

### 5. Cancellation

The **Insured** may cancel the Policy by giving 15 days notice in writing to the **Underwriter** and the **Underwriter** shall refund premium for the unexpired Policy Period at the short period scales specified below. The **Underwriter** may cancel the Policy on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving notice in writing to the **Insured** and the **Underwriter** shall not refund any premium in case of cancellation on these grounds. The **Insured** will not get any cancellation refund in case there is a Loss /circumstance reported under the Policy.

<b>SHORT PERIOD RATES</b>	
<b>PERIOD</b>	<b>% OF ANNUAL PREMIUM RATE</b>
NOT EXCEEDING 1 MONTH	20%
EXCEEDING 1 MONTH BUT NOT EXCEEDING 2 MONTHS	30%
EXCEEDING 2 MONTH BUT NOT EXCEEDING 3 MONTHS	40%
EXCEEDING 3 MONTH BUT NOT EXCEEDING 4 MONTHS	50%
EXCEEDING 4 MONTH BUT NOT EXCEEDING 5 MONTHS	60%
EXCEEDING 5 MONTH BUT NOT EXCEEDING 6 MONTHS	70%
EXCEEDING 6 MONTH BUT NOT EXCEEDING 7 MONTHS	80%
EXCEEDING 7 MONTH BUT NOT EXCEEDING 8 MONTHS	90%
EXCEEDING 8 MONTH	FULL ANNUAL PREMIUM

### 6. Assistance and cooperation

(a) The **Insured** shall cooperate with the **Underwriters** in all investigations relating to this Policy. The **Insured** shall execute or cause to be executed all documents and papers and render all assistance as requested by **Underwriters**, including providing copies of a third party's system security and event logs;

(b) Upon the **Underwriters'** request, the **Insured** shall assist in making settlements, in the conduct of all third party dispute resolution procedures and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** with respect to which insurance is afforded under this Policy, and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses at the **Insured's** own cost;

(c) It is a condition precedent to the **Underwriters'** liability that the **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or

award, or dispose of any **Claim** without the **Underwriters'** prior written consent. However, the prompt public admission of a security breach potentially impacting non-public personally identifiable information of employees or third parties as required by governmental privacy legislation or credit card association operating requirements will not be considered as an admission of liability requiring the **Underwriters'** prior consent;

- (d) The **Underwriters** shall have the right to make any investigation they deem necessary with respect to coverage and
- (e) The **Insured** shall submit for examination under oath by the **Underwriters'** representative, if requested, in connection with all matters relating to this Policy.

### 3 Grievances

In case of any grievance relating to servicing this **Policy**, the **Insured** may submit in writing to the policy issuing office or regional office for redressal. If the grievance remains unaddressed, the **Insured** may contact the Underwriters' offices email at [csd@orientalinsurance.co.in](mailto:csd@orientalinsurance.co.in).

The **Insured** can also approach the office of Insurance Ombudsman of the respective areas and regions for redressal of grievance. The contact details of the Insurance Ombudsman offices are as below-

Names of Ombudsman and Address of Ombudsman Centres

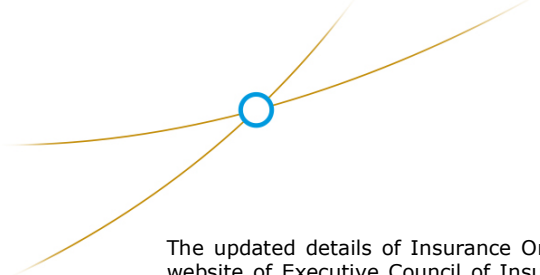
Office Details	Jurisdiction of Office Union Territory, District)
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6 <sup>th</sup> Floor, Tilak Marg, Relief Road, Ahemdabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b> Office of the Insurance Ombudsman, JeevanSoudhaBuilding,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
<b>BHOPAL</b> Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh, Chattisgarh.
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa.
<b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.



<p><b>CHENNAI</b></p> <p>Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018.</p> <p>Tel.: 044 - 24333668/ 24335284 Fax: 044 - 24333664</p> <p>Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a></p>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<p><b>DELHI</b></p> <p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002.</p> <p>Tel.: 011 – 23232481/ 23213504</p> <p>Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a></p>	Delhi.
<p><b>GUWAHATI</b></p> <p>Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM).</p> <p>Tel.: 0361 - 2632204 / 2602205</p> <p>Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a></p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<p><b>HYDERABAD</b></p> <p>Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.</p> <p>Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599</p> <p>Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a></p>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<p><b>JAIPUR</b></p> <p>Office of the Insurance Ombudsman, JeevanNidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.</p> <p>Tel.: 0141 - 2740363</p> <p>Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a></p>	Rajasthan.
<p><b>ERNAKULAM</b></p> <p>Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.</p> <p>Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336</p> <p>Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a></p>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<p><b>KOLKATA</b></p> <p>Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.</p> <p>Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341</p> <p>Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a></p>	West Bengal, Sikkim, Andaman & Nicobar Islands.



<p><b>LUCKNOW</b></p> <p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.</p> <p>Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310</p> <p>Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a></p>	<p>Districts of Uttar Pradesh : Laitpur, 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><b>MUMBAI</b></p> <p>Office of the Insurance Ombudsman, 3rd Floor, JeevanSeva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.</p> <p>Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052</p> <p>Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a></p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA</b></p> <p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301.</p> <p>Tel.: 0120-2514250 / 2514252 / 2514253</p> <p>Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a></p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA</b></p> <p>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006.</p> <p>Tel.: 0612-2680952</p> <p>Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a></p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE</b></p> <p>Office of the Insurance Ombudsman, JeevanDarshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030.</p> <p>Tel.: 020 - 41342555</p> <p>Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a></p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>



The updated details of Insurance Ombudsman offices are available on the IRDAI website: [www.irdai.gov.in](http://www.irdai.gov.in), on the website of Executive Council of Insurers [www.ecoi.co.in](http://www.ecoi.co.in), or can be obtained from any of the offices of The Oriental Insurance Company Ltd.