

# CYBER DEFENSE INSURANCE

## POLICY WORDING

### Important Information on How SBIG protects your privacy

We use information provided by Our customers to allow us to offer Our products and services. This means We may need to collect information related to your business, and sometimes sensitive information about it as well. We will collect this information directly from you where possible, but there may be occasions when We collect this information from your intermediary.

We will only use such information for the purposes for which it was collected, other related purposes and as permitted or as required by law. You may choose not to give Us your information, but this may affect our ability to provide you with insurance cover.

### Section 1: How to Read This Insurance Policy

#### 1.1. Words with Special Meanings

Some of the words in this insurance Policy have special meanings. These meanings can be found in Section 9 of the Policy under the heading ('Words with Special Meanings'). If a word has a special meaning, it appears in this Policy in bold type and with a capital letter. These words may appear without bold type in the endorsements in the Schedule, but it would have the same meaning as those words defined in Section 9.

#### 1.2. Policy Interpretation

Except where the context otherwise requires it:

- a) the singular includes the plural and the plural includes the singular;
- b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- c) words importing a gender include every other gender.

#### 1.3. Paragraph Headings

The paragraph headings in this Policy are included for the purpose of reference only and do not form part of this Policy for interpretation purposes.

### Section 2: The Insurance Contract

#### 2.1. Payment of the Premium

We agree to provide the cover described in this Policy upon full payment of the Premium as stated in the Schedule and realization of the same by Us.

#### 2.2. Proposal

Before this Policy came into effect, We were provided with information by or on behalf of the Insured, in the Proposal and perhaps in other ways. We have relied on this information to decide whether to enter into this contract and on what terms. If any of that information is wrong or false, it may affect entitlement to cover under this Policy.

#### 2.3. Period of Insurance

This Policy is in force for the Period of Insurance.

### Section 3: The Cover We Provide

The provisions of Section 3 apply to all Sections of this Policy unless stated to the contrary.

#### 3.1. Privacy Breach

We will pay, on behalf of the Insured, all sums which the Insured becomes legally obliged to pay (including liability for claimants' costs and expenses) and Defence Costs resulting from any Claim first made against the Insured and notified to Us in writing as soon as reasonably possible during the Period of Insurance as a direct result of:

##### a) Personal Information

the breach, by or on behalf of the Policyholder, in respect of any natural, of any Privacy Obligations.

##### b) Commercially Confidential Information

any actual or alleged unauthorized disclosure, loss or theft of Commercially Confidential Information, by or on behalf of the Policyholder.

##### c) Employee Information

the breach, by or on behalf of the Policyholder, of any Privacy Obligations relating to any Employee as a direct result of the Insured's failure to maintain the confidentiality and/or security of any:

- i. Computer Records pertaining to such Employee; and/or
- ii. data or information pertaining to such Employee stored on the Policyholder's Computer Systems.

##### d) Information Outsourced by the Policyholder

any actual or alleged unauthorized disclosure, loss or theft of:

- i. Personal Information; or
- ii. Commercially Confidential Information,

in the care, custody or control of any Service Provider where such information is authorised to be in the care, custody or control of the Service Provider by the Policyholder pursuant to a written contract with the Service Provider.

#### 3.2. System Damage

##### a) We will pay Rectification Costs incurred

- i. in retrieving, repairing, restoring or replacing any of the Policyholder's Computer Records (or any other Computer Records for which the Policyholder is responsible) that have been destroyed, damaged, lost, altered, distorted, erased or mislaid (and which after diligent search cannot be found); ii. in repairing, restoring or replacing any of the Policyholder's Computer Systems that have been destroyed, damaged, lost, altered, distorted, erased or mislaid (and which after diligent search cannot be found), as a direct result of any Cyber Event first discovered by an Insured and notified to Us in writing as soon as reasonably possible during the Period of Insurance.

##### b) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.

##### c) The Excess applicable to this Section 3.2 is specified in the Schedule.

### 3.3. Business Interruption

- a) We agree to reimburse the Policyholder for Business Interruption Loss incurred as the direct result of any Cyber Event first discovered and notified to Us in writing as soon as reasonably possible during the Period of Insurance.
- b) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.
- c) The Excess applicable to this Section 3.3 is specified in the Schedule.

### 3.4. Computer Virus Transmission and Hacking

We will pay, on behalf of the Insured, all sums which the Insured becomes legally obliged to pay (including liability for claimants' costs and expenses) and Defence Costs, resulting from any Claim first made against the Insured and notified to Us in writing as soon as reasonably possible during the Period of Insurance as a direct result of any Third Party's financial losses arising directly from:

- a) a Hacking Attack or Virus that has emanated from or passed through the Policyholder's Computer Systems; or
- b) a Hacking Attack or Virus that restricts or prevents access to the Policyholder's Computer Systems' by Third Parties authorised by the Insured to gain such access; or
- c) the loss or theft of the Policyholder's data or data for which the Policyholder is responsible or alleged to be responsible for, arising directly from a Hacking Attack or Virus.

### 3.5. Multimedia Liability

We will pay, on behalf of the Insured, all sums which the Insured becomes legally obliged to pay (including liability for claimants' costs and expenses) and Defense Costs resulting from any Claim first made against the Insured and notified to Us in writing as soon as reasonably possible during the Period of Insurance as a direct result of:

- a) libel, slander or defamation;
- b) invasion of or interference with the right to privacy, including those of Employees, or commercial appropriation of names or likeness;
- c) plagiarism, piracy or misappropriation of ideas;
- d) infringement of copyright, domain name, commercial title or slogan, the dilution or infringement of trademark, service mark, service name or trade name; arising directly from:
  - i. the Policyholder's Internet and Email Content; or
  - ii. the Policyholder's Promotional Material; or
  - iii. third Party digital content downloaded, shared or distributed from the Policyholder's Computer Systems.

### 3.6. Breach of Statutory Duties Relating to E-Commerce

- a) We will pay, on behalf of the Insured, all sums which the Insured becomes legally obliged to pay (including liability for claimants' costs and expenses) and Defence Costs resulting from any Claim first made against the Insured and notified to Us in writing as soon as reasonably possible during the Period of Insurance as a direct result of a breach, by or on behalf of the Policyholder, of any statutory duty relating to the security or management of information collected or created in the course of Electronic Commerce.
- b) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.

- c) The Excess applicable to this Section 3.6 is specified in the Schedule.

### 3.7. Cyber Extortion Cover

- a) Notwithstanding Section 6.16 d) and e) of the Policy, We agree to pay Cyber Extortion Costs arising solely from a Security Threat first made against the Insured and notified to Us in writing as soon as reasonably possible during the Period of Insurance.
- b) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.
- c) The Excess applicable to this Section 3.7 is specified in the Schedule.

Any Cyber Extortion Costs paid under this Section 3.7 shall be subject to local legal requirements and in cooperation with and under the direction of any appropriate criminal enforcement or other Authority where required.

### Section 4. Policy Extensions

Subject to all of the terms, conditions and exclusions of the Policy, We agree to extend cover by the following Extensions. These Extensions will not increase the Policy Limit or Specific Cover Limit as applicable unless expressly stated otherwise.

#### 4.1. Brand Protection Cover

- a) We will pay Public Relations Costs incurred to avert or mitigate damage to the Policyholder's reputation or its commercial brands caused by a Claim, Cyber Event or Loss that is covered under this Policy.
- b) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.
- c) The Excess applicable to this Extension is specified in the Schedule.

#### 4.2. Personal Reputation Cover

- a) We will pay Public Relations Costs incurred to avert or mitigate damage to the reputation of any past or present director, company secretary, chief executive officer, chief operating officer, chief financial officer, chief risk or compliance officer, chief information security officer, chief information officer, chief technology officer or general counsel of the Policyholder caused by a Claim, Cyber Event or Loss that is covered under this Policy.
- b) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.
- c) The Excess applicable to this Extension is specified in the Schedule.

#### 4.3. Privacy Fines & Investigations

- a) Notwithstanding Section 6.14 a), We will also pay, to the extent We are permitted to by law any:
  - i. Fine or Penalty payable by the Policyholder as a direct result of a breach by the Insured of its Privacy Obligations; and/or
  - ii. Regulatory Investigation Costs into such breach.
- b) Notice of the Regulatory Investigation into the breach specified in a) above is first received by the Insured and notified to Us in writing as soon as reasonably possible during the Period of Insurance.
- c) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.

- d) The Excess applicable to this Extension is specified in the Schedule.

#### 4.4. Privacy Breach Notification & Loss Mitigation

- a) We agree to pay or reimburse Privacy Breach Costs incurred as a direct result of a Claim, Cyber Event or Loss covered by the Policy provided that the Insured incurred such costs in order to:
  - i. fulfil a legal obligation
  - ii. mitigate the effects of a Claim, Cyber Event or Loss for which the Insured would be entitled to cover under Section 3.1
- b) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.
- c) The Excess applicable to this Extension is specified in the Schedule.

#### 4.5. Advancement of Defence Costs

- a) If We elect not to take over and conduct the defence or settlement of any Claim, then We will pay all Defence Costs provided that:
  - i. We have not denied cover under the Policy and where cover is denied, only up to the point of any denial of cover (where cover is denied); and
  - ii. Our written consent is obtained prior to the Policyholder incurring such Defence Costs (such consent which shall not be unreasonably delayed or withheld).
- b) The Insured on whose behalf or for whose benefit Defence Costs were paid, shall repay to Us, and We reserve the right to recover all such Defence Costs, in the event and to the extent that:
  - i. an express admission is made by the Insured or any person authorised to make such an admission on behalf of the Insured, of any of the conduct as set out in Section 6.11; or
  - ii. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that conduct of the type as set out in Section 6.11 occurred.

#### 4.6. Continuous Cover

- a) We cover the Insured for any Claim otherwise covered by this Extension, arising from a Known Circumstance (notwithstanding Section 6.1 of this Policy) if:
  - i. there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such Known Circumstance;
  - ii. We were the cyber liability insurer of the Insured when the Insured first knew of such Known Circumstance;
  - iii. We continued without interruption to be the Insured's Cyber Liability insurer up until this Policy came into effect;
  - iv. had We been notified of the Known Circumstance when the Insured first knew of it, the Insured would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the Insured would (but for Section 6.1 of this Policy) otherwise be covered under this Policy; and
  - v. the Known Circumstance has not previously been notified to Us or to any other insurer.

- b) If the Insured has given notice of the Known Circumstance under any other policy of insurance with any other insurer, then this Extension does not apply to provide cover under this Policy.
- c) Our liability under this Extension is reduced to the extent of any prejudice We suffer as a result of any delayed notification of the Known Circumstance to Us.
- d) The Policy Limit or Specific Cover Limit as applicable of the cover We provide under this Extension is the lesser available under the terms of the policy in force at the earlier time referred to in paragraph a) ii. above, or under this Policy.

The terms of this Policy otherwise apply.

#### 4.7. Extended Reporting Period

- a) In the event that this Policy is not renewed or is cancelled for any reason other than non-payment of premium then the Policyholder has until such time that the Policyholder effects another insurance policy which covers substantially the same risk as this Policy, either with Us or any other insurer(s), or a period of thirty (30) days commencing on the day immediately following expiry/cancellation of this Policy, whichever is sooner, to notify Us in writing of any Claims made against or Losses discovered by, the Insured during the Period of Insurance.
- b) Cover under this Extension:
  - i. does not reinstate or increase the Policy Limit or extend the Period of Insurance; and
  - ii. will only apply to acts, errors or omissions committed or alleged to have been committed before the end of the Period of Insurance or the cancellation date of this Policy where this Policy has been cancelled; and
  - iii. is limited to Claims and Losses arising from an act, error or omission which occurred on or after the 'Retroactive Date' specified in the Schedule.

#### 4.8. Former subsidiaries run-off cover

We cover any former Subsidiary of the Policyholder for Claims, liabilities losses or costs of the type and on the basis specified in Sections 3 and 4 of this Policy, provided that such cover shall only apply in respect of:

- a) the conduct of the Insured Business; and
- b) acts, errors or omissions which occurred after the 'Retroactive Date' specified in the Schedule and prior to the date on which such Subsidiary ceased to be a subsidiary of the Policyholder.

#### 4.9. Merged and/or newly acquired subsidiaries

We cover entities which are merged with or acquired by the Policyholder while this Policy is in force for Claims, liabilities losses or costs of the type and on the basis specified in Sections 3 and 4 of this Policy, provided that such cover shall only apply in respect of:

- a) the conduct of substantially the same type of Insured Business as covered by this Policy.
- b) this cover is only for a maximum of thirty days from the date of the merger or acquisition (or until the Policy expires if that is sooner).
- c) We may agree to extend this period (subject to additional premium) after receipt of a satisfactory underwriting submission in respect of the merged or acquired entity.

- d) The Retroactive Date for such cover is deemed to be the date of the merger with or acquisition by the Policyholder unless We otherwise agree in writing.

#### 4.10. Reward Expenses Cover

- a) We agree to pay Reward Expenses incurred as a direct result of a Cyber Event first discovered and notified to Us in writing as soon as reasonably possible during the Period of Insurance.
- b) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.
- c) The Excess applicable to this Extension is specified in the Schedule.

#### 4.11. Computer Crime

- a) We will cover the Insured against Loss first discovered and notified to Us in writing as soon as reasonably possible during the Period of Insurance by reason of the transferring, paying or delivering any funds or property, establishing any credit, debiting any account or giving any value directly caused by the fraudulent input, fraudulent destruction or fraudulent modification of electronic data:
- in the Policyholder's Computer System, or
  - in the Computer System of any Service Provider, if where specifically agreed by Us and noted on the Schedule or
  - during electronic transmission between, stored within or being run within any of the Computer Systems in i. or ii. above, committed by any Third Party or any Employee with the clear intention of causing the Policyholder Loss or damage.
- b) The Specific Cover Limit with respect to the cover provided in a) above is specified in the Schedule.
- c) The Excess applicable to this Section 4.12 is specified in the Schedule.

### Section 5: Limits to The Amount Of Cover

#### 5.1. The Policy Limit

The Policy Limit applies to any one Claim or matter the subject of the cover under the Policy and, the subject to this Section 5, applies in the aggregate to the total of all Claims or matters, covered by this Policy.

#### 5.2. Limit if multiple persons and/or entities are covered

The Policy Limit and Specific Cover Limits do not increase if there is more than one Insured covered under this Policy, or if more than one Insured causes or contributes to any matter the subject of the cover under the Policy.

#### 5.3. Specific Cover Limits

If the Policy indicates any Specific Cover Limits for specific types of cover under this Policy, then the applicable Specific Cover Limits and not the Policy Limit applies. The Specific Cover Limits are included within, and not in addition to, the Policy Limit.

#### 5.4. The Excess

- a) We only provide cover (up to the Policy Limit or Specific Cover Limit as applicable) for that part of the Claim, Loss, liability or cost above the Excess.
- b) There are different Excesses that may be applicable, depending on the matter the subject of cover under the

Policy which the Insured must pay. The Insured must also pay this Excess when We provide cover for any costs and expenses incurred with respect to such matter if the Schedule states 'Costs inclusive'.

- c) Where the Excess is indicated in the Policy as 'Costs inclusive', the amount of the Excess is exclusive (i.e. net) of any GST payable in respect of Defence Costs or similar investigation, rectification, or defence costs.

#### 5.5. Related claims or losses

Individual Claims, Losses, liabilities, losses or costs arising out of and occasioned by or attributable to:

- one original source or cause;
- one act, error or omission; and/or
- a series of related acts, errors or omissions,

shall be deemed to arise out of one event and only one Policy Limit or Specific Cover Limit as applicable and one Excess will apply.

#### 5.6. GST Input Tax Credits

- Where and to the extent that We are entitled to claim an Input Tax Credit for a payment made under the Policy, then any monetary limit in the Policy on Our obligation to make such a payment, shall be deemed to be net of Our entitlement to the Input Tax Credit.
- Where and to the extent that the Insured is entitled to claim an Input Tax Credit for a payment required to be made by the Insured as an Excess, then the amount of the Excess shall be net of the entitlement of the Insured to the Input Tax Credit.
- Where payment is made under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any Input Tax Credit that the Insured is, or will be, entitled to under A New Tax System in relation to that acquisition, whether or not that acquisition is made.
- Where payment is made under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any Input Tax Credit that the Insured would have been entitled to under A New Tax System had the payment been applied to acquire such goods, services or other supply.

### Section 6: Exclusions

There is no cover under this Policy for any Claim, Loss, liability, cost or matter otherwise being the subject of cover under the Policy:

#### 6.1. Known Claims and Known Circumstances

- known by the Insured at the inception date of this Policy; or
- based upon, directly or indirectly arising from or attributable to any Known Circumstance; or
- disclosed in the Proposal or arising from facts or circumstances which may give rise to a Claim, Loss, liability, loss or cost disclosed in the Proposal; or
- if this Policy is endorsed or amended midterm, for any Claim, Loss, liability, loss or cost that arose from a Known Circumstance (as at the effective date of the amendment/endorsement) to the extent that the Claim, Loss, liability, loss or cost would not have been covered by the Policy before such amendment/endorsement.



## 6.2. Foreign jurisdictions

subject to the 'Jurisdictional Limits' specified in the Schedule:

- first brought in or determined pursuant to the laws of, the United States of America or Canada, or their territories or protectorates; or
- arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America or Canada, or their territories or protectorates; or
- where the proper law of the United States of America or Canada, or their territories or protectorates is applied to any of the issues in any matter the subject of cover under this Policy.

## 6.3. Assumed duty or obligation

based upon, directly or indirectly arising from or attributable to:

- liability under a contractual warranty, guarantee or undertaking (unless such liability would have existed regardless of the contractual warranty, guarantee or undertaking); or
- circumstances where a right of contribution or indemnity has been given up by an Insured, but only to the extent of the prejudice suffered by Us in those circumstances; or
- circumstances where someone has done work or provided services under an arrangement or agreement with an Insured which limits any potential right for an Insured to receive contribution or indemnity, but only to the extent that We are prejudiced in those circumstances; or
- any liability which an Insured agrees to accept in connection with the Insured Business conducted for or on behalf of the Policyholder firm or incorporated body which is more onerous than that which the Insured would otherwise have at common law, but only to the extent of the prejudice We suffer because of that agreement; or
- any business not conducted for or on behalf of the Policyholder firm or incorporated body.

## 6.4. Intellectual Property Rights Infringement

out of the actual or alleged infringement of any Intellectual Property Right except as specifically covered under Section 3.5 of this Policy.

## 6.5. Breach of Professional Duty

based upon, directly or indirectly arising from or attributable to:

- the rendering or failure to render professional services and/or professional advice to a third party by an Insured; or
- a breach or alleged breach of any contract for the provision of professional services and/or professional advice to a third party by an Insured.

## 6.6. Charge Backs

as a result of any request from the Insured's acquiring bank for funds or fines as a result of fraudulent credit or debit card transactions, although this Exclusion shall not apply to any Claims covered by Section 3.1 of this Policy.

## 6.7. Enforcement Order

based upon, directly or indirectly arising from or attributable to any failure to respond to or comply with an Enforcement Order.

## 6.8. Failure or fitness of goods or services

arising out of the failure to supply goods or services or the

supply of goods or services of inferior quality in breach of any contractual obligation, whether express or implied by law.

## 6.9. External networks Failure & Internet infrastructure failure

in respect of Sections 3.2 and 3.3 only, based upon, directly or indirectly arising from or attributable to External networks Failure, any failure of cables, or core internet infrastructure servers not in the Policyholder's control.

This exclusion shall not apply to Service provider having a written contract with the Policyholder, however those providing power supply, telecommunications and internet services shall remain excluded.

## 6.10. Satellite Failures, Electrical or Mechanical Failures

based upon, directly or indirectly arising from or attributable to any satellite failures, electrical or mechanical failures and/or interruption including, but not limited to, electrical disturbance, spike, brownout or blackout, outages to gas, water, telephone, cable, telecommunications, or other infrastructure, unless such infrastructure is under the Policyholder's operational control and unless such Claim is as a direct result of any Cyber Event.

## 6.11. Willful or dishonest acts of principals

- based upon, directly or indirectly arising from or attributable to any dishonest, fraudulent, criminal, malicious or reckless act or omission committed by any:
  - Principal; or
  - Employees or any Third Party with the solicitation, enticement, intervention, participation, assistance, cooperation or knowledge or approval of any Principal, unless such Principal is a Former Principal at the time of the willful, malicious, reckless or dishonest act or omission specified in part a) above.
- or any person committing the willful, malicious, reckless or dishonest act or omission referred to in part a) above.

## 6.12. Related Parties

against an Insured brought by or on behalf of:

- any other Insured; or
- any company in respect of which any Insured holds (beneficially or otherwise) more than 10% of the voting shares or rights and/or an executive role; or
- any trust in respect of which any Insured is a trustee and/or beneficiary and/or has a direct or indirect financial interest; or
- any other person, firm or incorporated body having control of over 10% or more of the voting shares or rights or an executive role in the operation of the Policyholder.

## 6.13. Retroactive Limitation

arising out of any act, error omission occurring before the 'Retroactive Date' specified in the Schedule.

## 6.14. Fines, Penalties, Punitive and Exemplary damages

based upon, directly or indirectly arising from, or attributable to:

- any fines and penalties other than as specified under Section 4.3, income tax, customs duties, excise duty, stamp duty, sales tax or any other State, Territory or Federal tax or duty assessed, levied or imposed by law;
- punitive, aggravated or exemplary damages.

### 6.15. Insolvency

arising directly or indirectly arising out of or in any way connected with an Insured's insolvency, bankruptcy or liquidation.

### 6.16. Pollution, Nuclear Risks, War & Terrorism

based upon, directly or indirectly arising from, or attributable to:

- the Insured or anyone on behalf of or at the direction of the Insured discharging, dispersing, releasing or permitting Pollutants to escape into or upon land, the atmosphere, or any water course or body of water.
- ionising radiations or contamination by radioactivity from any nuclear material; or the hazardous properties of any nuclear explosive, assembly or component.
- war, invasion, acts of foreign enemies, civil or military uprisings, hostilities (even if war is not declared), or government power being taken unlawfully; or property being taken, damaged or destroyed by a government or public or local authority.
- any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or
- any action in controlling, preventing, suppressing, retaliating against, or responding to any act of Terrorism.

### 6.17. Trade Debt

based upon, directly or indirectly arising from, attributable to a liability to pay trading debts or the repayment of any loan.

### 6.18. Profit

based upon, directly or indirectly arising from, attributable to a liability to any loss of the Insured's profit arising from the loss of any client, account or business, except as specifically covered by Sections 3.2 and 3.3 of this Policy and provided that the Insured has purchased cover under Sections 3.2 and/or 3.3.

### 6.19. Asbestos

based upon, directly or indirectly arising from, attributable to asbestos.

### 6.20. Bodily Injury and/or Property Damage

based upon, directly or indirectly arising from, attributable to:

- bodily injury (except emotional distress, mental anguish or humiliation), sickness, disease or death of any person; or
- destruction of or damage to tangible property (including the loss of use thereof).

### 6.21. Government Confiscation

based upon, directly or indirectly arising from, attributable to the confiscation, commandeering, requisition, destruction of or damage to, Computer Systems by order of a government de jure or de facto, or by any public authority for whatever reason.

### 6.22. Sanctions

based upon, directly or indirectly arising from, attributable to the provision of cover or a benefit under this Policy to the extent that the provision of such cover or benefit would contravene any sanction, prohibition or restriction under any United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

### 6.23. Unfair Trade Practices

based upon, directly or indirectly arising from, attributable to any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws, or false, deceptive or misleading advertising.

### 6.24. PCI Implementation

based upon, directly or indirectly arising from, attributable to fines or penalties attributable to the Insured's failure to comply with the Payment Card Industry Data Security Standard.

### 6.25. Discrimination

based upon, directly or indirectly arising from, attributable to any actual or alleged discrimination of any kind including, but not limited to, discrimination on the basis of race, colour, religion, age, sex, disability, pregnancy, marital status, political affiliations or ideology, sexual orientation or preference.

### 6.26. Trading

Any losses or liabilities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal Funds, currencies, foreign exchange and the like including Crypto currencies.

## Section 7: General Terms and Conditions

### 7.1. Severability and Non-imputation

For the sake of determining indemnity under this Policy:

- the Proposal shall be construed to be a separate application for cover by the Policyholder and by each natural person covered by the Policy, and no statement or representation in or with respect to the Proposal by such person shall be imputed to any other natural person covered by the Policy; and
- knowledge possessed by and/or conduct of one natural person covered by the Policy shall not be imputed to any other natural person who is an Insured; and
- any knowledge possessed by and/or conduct of any past or present director, company secretary, chief executive officer, chief operating officer, chief financial officer, chief risk officer, in-house general counsel, or any person who signed the declaration or proposal form in connection with this Policy or any policy of which this Policy is a renewal or replacement, shall be imputed to the Policyholder.

### 7.2. Authority to accept notices and to give instructions

The Policyholders listed in the Schedule are appointed individually and jointly as agent of each Insured in all matters relating to this Policy, and to cover provided by the Policy.

In particular (but without limitation) the Policyholders are agents for the following purposes to:

- give and receive notice of Policy cancellation, to pay premiums and to receive any return premiums that may become due under this Policy; and
- accept endorsements or other notices provided for in this Policy; and
- give instructions to solicitors or counsel that We appoint or agree to, and to receive advice from them and to act on that advice; and
- consent to any settlement We recommend; and
- do anything We or Our legal advisers think might help with

the procedures set out in this Policy for investigating, settling and defending Claims, Losses, liabilities, losses or costs paid for under the Policy; and

- f) give Us information relevant to this Policy, which We can rely on when We decide whether to accept the risk, and set the Policy terms or the premium.

### 7.3. Payment in Indian Rupees in India

All premiums and Claims, Losses, liabilities or costs or matters, the subject of cover under the Policy and the Excess must be paid in Indian Rupees in India.

### 7.4. Law of the policy

This Policy is governed by the laws of India. The courts of India have exclusive jurisdiction in any dispute about or in connection with this Policy.

### 7.5. Territory Covered by this Policy

The cover provided by this Policy extends to acts, errors or omissions occurring anywhere in the world.

### 7.6. Schedule must be included

This Policy is only legally enforceable, if it includes a Schedule signed by one of Our officers.

### 7.7. The Insured's duty to comply with additional conditions

If We attach any additional conditions to the Insured's Policy regarding any risk survey or risk management timetable or any other conditions then it is a condition of this Policy that these conditions are complied with by the deadlines shown.

### 7.8. The policyholder can cancel the policy

The Policyholder is entitled to cancel this Policy from the date We receive a written request to cancel the Policy, provided that any such cancellation is subject to the following terms: We will be entitled to retain premium for pro-rata 'time on risk' subject to a minimum administration charge of INR 5,000 plus applicable statutory charges.

### 7.9. We can cancel the policy

- a) We may cancel this Policy at any time in accordance with the relevant provisions of Insurance Act (as amended from time to time) & IRDA regulations, by giving notice in writing to the Policyholder of the date from which cancellation is to take effect.
- b) We may deliver this notice to the Policyholder personally, or post it by certified mail (to the Policyholder's broker or to the address the Policyholder last gave Us). Proof that We mailed the notice is sufficient proof that the Policyholder received the notice.
- c) After cancellation pursuant to a) above, We will refund the premium for the time remaining on the Policy, less any non-refundable duties, unless an Insured has made a fraudulent claim under the Policy.

### 7.10. Address for giving notices

Any notice required to be given under this Policy to Us shall be validly and lawfully given if it is given to Us in writing at the address or to the facsimile number stated in the Schedule.

### 7.11. Arbitration:

"The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

### 7.12. Observance of Terms and Conditions:

The due observance and fulfilment of the terms, provisions, warranties and conditions of and endorsements to this Policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

## Section 8: Investigation, Defence and Settlement of Claims

### 8.1. We must be told about claims

The Policyholder must tell Us in writing about a Claim or Loss as soon as reasonably possible during the Period of Insurance. If this is not done, an Insured's right to indemnity under this Policy may be affected.

### 8.2. Insured's Co-operation

Each Insured must:

- a) diligently do, and allow to be done, everything reasonably practicable to avoid or lessen or mitigate an Insured's liability or any loss or cost in relation to any matter the subject of cover under the Policy; and
- b) immediately give Us all the help and information that We reasonably require to:
  - i. investigate, defend or settle any such matter; and
  - ii. determine Our liability under this Policy.

### 8.3. An Insured must not admit liability for or settle any Claim

An Insured must not:

- a) admit liability for, or settle any matter notified under this Policy; or
- b) incur any costs or expenses for any matter notified under this Policy, without first obtaining Our consent in writing (which shall not be unreasonably delayed or withheld). If Our prior written consent is not obtained, the Insured's right to cover under this Policy may be affected.

### 8.4. We can protect our position

When We receive a notification of any matter under this Policy, then We can take whatever action We consider appropriate to protect Our position or the Insured's position in respect of any such matter.

Any such action We take does not, however:

- a) indicate that any Insured is entitled to be covered under this Policy; or
- b) prejudice Our rights under the Policy or at law.

### 8.5. We can manage the Claim

We:

- a) can assume conduct of and defend or settle in the Insured's name any matter notified under this Policy; or
- b) have the duty, where We have confirmed cover and the Policyholder so requests, to conduct the investigation, defence of or settlement of any matter notified under this Policy in the Insured's name; and
- c) can take any action, in the Insured's name, to pursue any right any Insured may have for contribution or indemnity.

### 8.6. Disclosure of information to us in respect of cover

The Insured shall share confidential and privileged information

with Us and with Our legal advisers who We appoint about any matter notified to Us under the Policy.

We have a common interest with the Insured and with the appointed legal advisers in the investigation, defence and settlement of any matter notified to Us under the Policy (Common Interest).

All confidential information provided to Us (including information which is subject to legal professional privilege), and/or to the legal advisers We appoint, by or on behalf of the Insured, which the Insured hereby irrevocably consents to appointed legal advisers providing to Us, is so provided on the basis that:

- a) subject to point c) below, the information is provided to Us for that Common Interest purpose, is to be kept confidential and will not be further disclosed without the written consent of the Insured; and
- b) in respect of confidential information which is subject to legal professional privilege, the Insured does not waive legal professional privilege; and
- c) the information may be disclosed by Us to Our legal advisers and reinsurers on the basis that the above conditions apply to those persons' use of such information.

#### 8.7. Policyholder's right to contest

If the Policyholder elects not to consent to a settlement that We recommend and wants to contest or continue the dispute or legal proceedings, then We only provide cover (subject to the Policy Limit or Specific Cover Limit as applicable) for:

- a) the amount We could have settled the matter for; less
- b) any applicable Excess; plus
- c) the fees, costs and expenses incurred up to the date the Policyholder elected not to consent to the settlement.

#### 8.8. Costs and Expenses

- a) Any fees, costs or expenses incurred by Us (other than to determine Our liability under this Policy) in investigating, defending and settling any matter notified under the Policy (in respect of which We ultimately confirm cover) will form part of the fees, costs and expenses as otherwise covered by this Policy.
- b) Any amount paid by Us in settlement of a dispute which has been the subject of a matter notified under the Policy, shall be deemed for all purposes of the Policy to be a payment made under the Policy.

#### 8.9. Allocation

- a) To the extent that any matter notified under the Policy comprises covered matters and uncovered matters, We will use best endeavours to agree a fair allocation between covered matters and uncovered matters having regard to the relative legal and financial exposure attributable to the covered matters and uncovered matters.
- b) This allocation will also apply to the reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any natural person covered by the Policy, office overheads, travel costs unrelated to the cover provided by the Policy, or other administration costs of the Policyholder) incurred by the Insured with Our prior written consent in respect of any matter notified under the Policy (in respect of which We ultimately confirm cover).
- c) Any dispute between Us and the Policyholder on the

allocation will be resolved by a Senior Counsel that We and the Policyholder both agree to instruct or in the absence of agreement, as appointed by the President of the Bar Association in the state or territory of the first address for the Policyholder listed in the Schedule or if no address is shown there, as shown on the Proposal and whose fee shall for the purpose of this Policy be regarded as part of the fees costs and expenses specified in b) above.

- d) Any allocation determined by Senior Counsel will apply retrospectively to the fees costs and expenses specified in b) above, paid by Us or the Policyholder notwithstanding any prior payment on a different basis.

#### 8.10. Subrogation and Recoveries

- a) In the event of any payment made by Us in respect of a matter notified under this Policy, all rights of an Insured to recover thereof are subrogated to Us to the extent of such payment, and the Insured shall execute all documents required and do everything that may be necessary to enable Us to effectively bring suit in the name of the Insured.
- b) We shall not exercise these rights against any natural person who is an Insured unless:
  - i. the recovery is in respect of any applicable Excess; or
  - ii. such payment specified in a) above arose from the dishonest, fraudulent, criminal or malicious acts or omissions of such natural person.
- c) Recoveries with respect to any matter notified under the Policy (which We have covered), shall be distributed as follows:
  - i. first, to the Insured for the amount otherwise covered by the Policy, but which is in excess of the Limit of Indemnity;
  - ii. second, to Us for the amount of the liability, loss or cost covered by the Policy, paid to or on behalf of the Insured; and
  - iii. third, to the Insured for any applicable Excess.

#### 8.11. Loss prevention

The Insured shall, as a condition to cover under this Policy, take all reasonable steps to prevent any act, error, omission or circumstance which may cause or contribute to any matter which may be covered under this Policy.

#### 8.12. Other insurance which may cover the risk

If any Loss under this Policy is insured under any other insurance policy, prior or current, then this Policy shall cover such Loss, subject to its terms, conditions and exclusions of this Policy, only to the extent that the amount of such Loss is in excess of the applicable excess and policy limit of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Policy Limit provided in this Policy. Any payment by the Insured of an excess under such other insurance shall deplete, by the amount of such payment, the applicable Excess under this Policy.

#### 8.13. Material change in the risk

The Policyholder must immediately advise Us in writing if any of the following occurs during the Period of Insurance:

- a) undertaking activities that are materially different from the Insured Business; or
- b) any cancellation or suspension, or loss of or condition



imposed, upon any licence, registration or other authority required by the Policyholder to conduct the Insured Business; or

- c) the Policyholder being insolvent, bankrupt or in liquidation; or
- d) a Policyholder ceasing to exist or operate, or is consolidated with, merged into or acquired by another entity.

## Section 9: Words With Special Meaning

### 9.1. Authority

Any official regulator, government body or government agency having legal authority to conduct a Regulatory Investigation.

### 9.2. Business Interruption Loss

the lesser of the amount:

- a) shown in the Schedule; and
- b) determined by Us as the difference between the:
  - i. Revenue, including advertising revenue, that the Policyholder reasonably projects has been lost solely and directly as a result of a failure in the Insured's capability to use the Policyholder's Computer Systems or access the Policyholder's Computer Records; and
  - ii. costs that the Policyholder would have incurred to generate such Revenue (including the cost of raw materials, and other saved costs).

This amount shall be determined by Us based on an analysis of the Revenue generated and costs generating such Revenue during each month of the twelve (12) months prior to the Cyber Event and taking into account reasonable projection of future Revenue and costs and all material changes occurring in market conditions which would affect the future Revenue and costs generated, less any savings, had no Cyber Event occurred.

Where the Policyholder has not completed the first year's trading, the amount shall be determined by Us based on an analysis of the Revenue generated and costs during each month from the commencement of the Insured's Business prior to the Cyber Event and taking into account reasonable projection of future Revenue and costs and all material changes in market condition which would affect the future Revenue and costs generated, less any savings, had no Cyber Event occurred.

### 9.3. Claim

- a) the receipt by an Insured of any written demand for money or damages, or non-pecuniary relief; or
- b) any writ, summons, application or other originating legal (criminal, civil or otherwise) or arbitral proceedings, cross claim or counter-claim which is served upon an Insured.

### 9.4. Commercially Confidential Information

any information other than Personal Information:

- a) which is not in the public domain or publicly available; and
- b) where disclosure may undermine the economic interest or competitive position of the owner of the information.

### 9.5. Computer Records

electronically stored data including magnetic tape, software or computer programs for or in respect of a Computer System used in the course of the conduct of the Insured Business.

### 9.6. Computer System

all electronic computers including operating systems, software, hardware firmware and all communication and open system networks, websites wheresoever hosted, off-line media libraries and data backups used in the course of the conduct of the Insured Business.

### 9.7. Cyber Event

any:

- a) Hacking Attack or Virus;
- b) malicious damage to the Policyholder's Computer Systems by an Employee;
- c) accidental damage to or destruction of the Policyholder's Computer Records because of an operational error, an error while establishing the parameters, or an involuntary error by an Employee or
- d) failure of a direct or back-up power supply or under/ over voltage but only if such power supply is owned, managed or controlled by the Policyholder or
- e) accidental damage to or destruction of the Policyholder's Computer Records because of an operational error, an error while establishing the parameters, or an involuntary error by a Service Provider where specifically agreed by Us and noted on the Schedule; or
- f) failure of a Service Provider hosting the Policyholder's Computer Systems as a direct result of a) to c) above if where specifically agreed by Us and noted on the Schedule.
- g) failure of a direct or back-up power supply or under/ over voltage but only if such power supply is owned, managed or controlled by a Service Provider where specifically agreed by Us and noted on the Schedule;
- h) electrostatic build-ups or electromagnetic disturbances.

### 9.8. Cyber Extortion Costs

- a) any monies (including crypto or virtual currencies) paid by the Policyholder in accordance with local legal requirements and with Our prior written consent (which shall not be unreasonably delayed or withheld);
- b) reasonable and necessary fees, costs and expenses that We incur or the Policyholder incurs with Our prior written consent (which shall not be unreasonably delayed or withheld):
  - i. in negotiating, mediating and crisis managing to terminate or end a Security Threat that might otherwise result in harm to the Insured; or
  - ii. the cost to conduct an investigation to determine the cause of a Security Threat.

### 9.9. Defence Costs

all reasonable and necessary legal fees, costs and expenses (including any expert costs where the choice of expert has been approved by Us) that We incur or the Policyholder incurs with Our prior written consent (which shall not be unreasonably delayed or withheld) in the investigation, defence or settlement of any Claim made against the Insured.

### 9.10. Electronic Commerce/ E-Commerce

the transacting, disseminating or enabling the marketing, buying, selling or distribution of goods, services or information through the internet, the world wide web, private networks, intranets, extranets, wireless application protocol, email or instant messaging systems.

### 9.11. Employee

A natural person who is not a Principal, but who is or was, at the time the relevant act, error or omission occurred, a person who:

- had entered into a contract of service with the Policyholder firm or incorporated body and is or was remunerated by the Policyholder for that service; or
- is neither a party to a contract of service with the Policyholder, nor an independent contractor, but a party to a contract for service with the Policyholder for the provision of services to or on behalf of the Policyholder for reward; or
- a volunteer worker or student,

and in respect of a), b) and c) above is under the Policyholder's direction, control and supervision in the conduct of the Insured Business.

### 9.12. Enforcement Order

a notice or order from any data protection authority, government authority, regulator, Court, Tribunal or other public body authorised to investigate, prosecute or otherwise enforce applicable laws or regulations relating to the collection, storage or processing of Computer Records, requiring the Insured to:

- confirm compliance with any data protection and/or privacy law or regulation;
- take specific measures to comply with any data protection and/or privacy law or regulation; or
- refrain from processing any specified Computer Records or using any specified Computer System.

### 9.13. Excess

We shall only be liable for that part of each and every Claim, liability, loss or cost which exceeds the amount of the 'Policy Excess' or 'Time Excess' as applicable stated in the Schedule.

### 9.14. External network Failure

any failure, interruption, degradation or outage of infrastructure of a third party or Service Provider that is not under Policyholder's control (including communications, Internet service, satellite, cable, electricity, gas, water or other utility providers).

### 9.15. Fine or Penalty

- A monetary fine or penalty payable by an Insured to an Authority;
- Fine or Penalty does not include any amounts payable or calculated by reference to:
  - compensation;
  - compliance, remedial, reparation or restitution costs;
  - exemplary or punitive damages;
  - any consequential economic loss;
  - requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost; and
  - any fine or penalty the insurance of which is prohibited at law.

### 9.16. Former Principal

a person who has been, but is no longer:

- Principal of a Policyholder; or
- the Principal of any corporate entities through which the Policyholder previously traded, in the course of the conduct of the Insured Business.

### 9.17. Hacking Attack

any malicious or unauthorised electronic attack including, but not limited to, any fraudulent electronic signature, brute force attack, phishing, malware denial of service attack, initiated by any Third Party or by any Employee and that is designed to damage, destroy, corrupt, overload, circumvent or impair the functionality of the Policyholder's Computer Systems or Policyholder's Computer Records.

### 9.18. Insured

- the Policyholder; and
- Subsidiary of the Policyholder;
- any person who is or becomes, during the Period of Insurance, a Principal or Employee of the Policyholder; and
- any Principal, Former Principal or Employee of the Policyholder; and
- the estate, spouse, heirs, legal representatives, successors or assigns of any Insured.

### 9.19. Insured Business

the 'Insured Business' specified in the Schedule conducted by or on behalf of the Policyholder.

### 9.20. Intellectual Property Right

any intellectual property right including but not limited to trademarks, trade secrets, broadcasting rights, domain names, commercial title or slogan, commercial extortion, metatags and copyrights.

'Intellectual Property Right' does not include any patent, trade secret or confidential information that came into the possession of any person prior to the date such person became an Employee or Principal of the Policyholder.

### 9.21. Internet and Email Content

any text, images, video, interactive content or advertising material published on the Policyholder's website or contained within an email sent by an Insured or any advertising material produced by or on behalf of the Policyholder's and published on a Third Party's website.

### 9.22. Internet Service

means services to enable the use of the internet, such as

- internet service providers responsible for the provision of services, hardware and technical equipment for accessing and use/operation of the internet;
- domain name system service providers;
- other internet and external network service providers responsible for internet exchanges, network providers; and,
- cable network, satellite and radio communication network operators.

### 9.23. Known circumstance

Any fact, situation or circumstance which:

- an Insured was aware of at any time before the Period of Insurance or any relevant amendment or endorsement of the Policy; or
- a reasonable person in the Insured's position would have thought, at any time before the Period of Insurance or before any relevant amendment or endorsement of the Policy, might result in someone making an allegation against an Insured in respect of a liability, loss or costs or other

matters that might be covered by this Policy or by any amendment or endorsement to this Policy.

#### 9.24. Loss

direct loss of Money sustained by the Policyholder.

'Loss' does not include loss of profits, loss of income, loss of bargain, or other types of consequential loss.

#### 9.25. Money

any physical or electronic legally acceptable currency (excluding crypto or virtual currencies), coins or bank notes of a generally accepted value.

#### 9.26. Period of Insurance

The 'Period of Insurance' stated in the Schedule.

#### 9.27. Personal Information

information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is:

- true or not; and
- in a material form or not, which is stored in the Policyholder's Computer System.

#### 9.28. Policy

- all the terms, conditions and exclusions contained herein;
- the Schedule; and
- any endorsements attaching to and forming part of this policy document, either at inception or during the Period of Insurance.

#### 9.29. Policy Limit

the 'Policy Limit' specified in the Schedule which shall be Our maximum liability, in the aggregate, payable under this Policy, subject to the terms, conditions and exclusions of this Policy.

#### 9.30. Policyholder

each of the following, individually and jointly:

- each person, firm or incorporated body identified in the Schedule as 'The Policyholder', each Principal of any such firm or incorporated body; and
- any entity which is engaged in the conduct of Insured Business and which is created and controlled, during the Period of Insurance, by anyone identified in the Schedule as 'The Policyholder'; and
- anyone who becomes a Principal of the 'The Policyholder' identified in the Schedule, during the Period of Insurance (but only in respect of the conduct of the Insured Business for or on behalf of 'The Policyholder' identified in the Schedule).

#### 9.31. Pollutant

any solid, liquid, gases or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkali, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### 9.32. Principal

a sole practitioner, a partner of a firm, or a director of a company, which practitioner, firm or company is covered by this Policy.

#### 9.33. Privacy Breach Costs

reasonable and necessary fees, costs and expenses that We incur or the Policyholder incurs with Our prior written consent

(which shall not be unreasonably delayed or withheld) required to be incurred in respect of any Privacy Obligations to:

- fulfil any legal or regulatory obligation the Policyholder has to notify Third Parties of an actual or suspected breach of privacy in relation to any Personal Information; or
- establish a credit monitoring service or identity theft helpline; or
- provide call centre support services;
- conduct an independent audit of the Policyholder's Computer Systems to identify the source of such privacy breach.

#### 9.34. Privacy Obligations

the Insured's legal obligations arising directly from:

- any privacy statement governing the handling of information on the Policyholder's Computer Systems; or
- any written contract between the Policyholder and a third party governing the processing and storage of credit card information on the Policyholder's Computer Systems;
- any implied contractual duty to use reasonable care and skill in the handling of Personal Information or credit card information (including breaches of the Payment Card Industry Data Security Standard);
- any legal obligation to notify individuals of an actual or potential breach of their Personal Information; or
- statutory data protection regulations in the country or countries where the Policyholder operates, including industry specific data protection and security regulations as they currently exist and as amended.

#### 9.35. Promotional Material

any marketing materials or tangible goods produced by or on behalf of the Policyholder for the purpose of marketing the Insured Business.

#### 9.36. Proposal

the written or electronic proposal form (the date of which is stated in the Schedule) together with any supplementary material completed by or on behalf of the Insured, that was given to Us, and relied on by Us to effect this Policy.

#### 9.37. Public Relations Costs

reasonable and necessary fees, costs and expenses that We incur or the Policyholder incurs with Our prior written consent (which shall not be unreasonably delayed or withheld) as a result of the use of external public relations consultants appointed by Us.

For the avoidance of doubt, Public Relations Costs does not include the basic salaries of Employees or the Policyholder's office expenses or any payments that the Policyholder has paid or agreed to pay as part of any service or maintenance contract.

#### 9.38. Rectification Costs

reasonable and necessary fees, costs and expenses that We incur or the Policyholder incurs with Our prior written consent (which shall not be unreasonably delayed or withheld) as a result of the use of external consultants, contractors or advisers including but not limited to forensic or security consultants or any additional costs that the Policyholder incurs to pay its Employees.

For the avoidance of doubt, Rectification Costs does not include the basic salaries of Employees or the Policyholder's office expenses or any payments that the Policyholder has paid or agreed to pay as part of any service or maintenance contract.

### 9.39. Regulatory Investigation

- a) Any formal or official civil examination, investigation, inquiry, hearing or other civil proceedings ordered or commissioned by any Authority into the Privacy Obligations of the Policyholder during the Period of Insurance:
  - i. requiring attendance before or the production of documents by the Policyholder to the Authority;
  - ii. requiring questions to be answered by the Policyholder to the Authority;
  - iii. identifying the Policyholder in writing as a target of an examination, investigation, inquiry, hearing or other proceeding by an Authority.
- b) Notice of the Regulatory Investigation specified in a) above is first received by the Insured and notified to Us in writing as soon as reasonably possible during the Period of Insurance;
- c) A Regulatory Investigation shall be deemed to be first made when the Policyholder is first required to respond and/or attend or is so identified as a target of the Regulatory Investigation.
- d) Regulatory Investigation does not include any routine inspection, supervision, compliance or similar reviews or general industry wide violation reviews of the Policyholder.

### 9.40. Regulatory Investigation Costs

reasonable and necessary fees, costs and expenses that We incur or the Policyholder incurs with Our prior written consent (which shall not be unreasonably delayed or withheld) with respect to a Fine or Penalty or Regulatory Investigation.

### 9.41. Revenue

the amount of net profit or loss before income taxes which would have been earned or incurred had no Cyber Event occurred.

### 9.42. Rewards Expenses

reasonable and necessary property or other consideration paid by Us or by the Policyholder with Our prior written consent (which shall not be unreasonably delayed or withheld) to a Third Party (other than a law enforcement professional or Authority) for information leading to a conviction of an indictable offence arising out of a Hacking Attack covered by this Policy.

### 9.43. Schedule

The schedule attached to this Policy or any schedule subsequently substituted during the Period of Insurance and duly signed by one of Our officers.

### 9.44. Security Threat

any expressed and documented threat or connected series of threats to commit a local, cross border or multi-country attack against the Policyholder's Computer System for the purpose of demanding Money, securities or other tangible or intangible property of value from the Insured.

### 9.45. Service Provider

any person, partnership, company, corporation, incorporated society or other body corporate or entity third party independent contractor that is not an Insured, who provides business process (including call centre, fulfilment and logistical support) and/or information technology services (including hosting, security management, co-location, and collects, stores or processes the Policyholder's Computer Records) for the Policyholder in accordance with a written contract.

### 9.46. Specific Cover Limit

the limit of Our insurance cover for each of the matters listed in the Schedule under 'Specific Cover Limits' or in Sections 3 or 4 of this Policy.

### 9.47. Subsidiary

Any company or other incorporated entity which at the commencement of the Period of Insurance by virtue of Indian law was, or is, either directly or indirectly a subsidiary of any incorporated body identified in the Schedule as 'The Policyholder'.

### 9.48. Terrorism

any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

### 9.49. Third Party

any person, partnership, company, corporation, incorporated society or other body corporate or entity who is not an Insured, at the time of their acts, errors or omissions.

### 9.50. Time Excess

Means the number of hours that must elapse, as stated in the Schedule, before the recovery of a Business Interruption Loss can be considered.

### 9.51. Virus

any software code including but not limited to any logic bomb, Trojan horse or worm that has been introduced by any Third Parties or by any Employees and that is designed to damage, destroy, corrupt, overload, circumvent or impair the functionality of the Policyholders Computer Systems or Policyholders Computer Records.

### 9.52. We or Us or Our

SBI General Insurance Company Limited

## Grievance Redressal Mechanism

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

### Stage 1: Bima Bharosa

You can register your grievances with the regulator using the following link: <https://bimabharosa.irdai.gov.in/Home/Home>



## **Stage 2: Head–Customer Care**

Alternatively, if you wish to register your grievances directly with us, you may write to the Head–Customer Care. We aim to respond to all Grievances within 7 days. In our initial acknowledgement of receipt letter, we will provide the name and title of the person that is handling your Grievance. This individual will have the authority necessary to investigate and resolve the Grievance.

Email: [head.customercare@sbigeneral.in](mailto:head.customercare@sbigeneral.in)

Toll-Free Number: 1800 102 1111 (Available 24/7)

## **Stage 3: Grievance Redressal Officer (GRO)**

In case, you are still not satisfied with the decision/resolution communicated by the above officer or have not received any response within 5 Business days, you may escalate the matter to the Grievance Redressal Officer (GRO) which will undergo a detailed case investigation, and we aim to resolve the issue within 7 days from the date of receipt of your Grievance at GRO Desk

Email: [gro@sbigeneral.in](mailto:gro@sbigeneral.in)

Designation: Grievance Redressal Officer

Phone: 022-45138021

Note: - The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

## **Stage 4: Escalation to Insurance Ombudsman**

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online:

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

You may approach the nearest Insurance Ombudsman for resolution of the grievance. Please refer the Annexure I for more information on ombudsman offices & contact information.

**Insurance is the subject matter of the solicitation.**