

# BAJAJ ALLIANZ INDIVIDUAL CYBER SAFE INSURANCE POLICY

Bajaj Allianz General Insurance Co. Ltd.

**Notice:**

**Please read this policy carefully, hereunder the exclusions and duties of the Insured.**

This Policy applies only to:

- (i) Claim first made during the Period of Insurance or the Discovery Period, if applicable; and
- (ii) Insuring Clauses viz.
  - 1.1 Identity Theft Cover
  - 1.2 Social Media Cover
  - 1.3 Cyber Stalking
  - 1.4 IT Theft Loss Cover
  - 1.5 Malware Cover
  - 1.6 Phishing Cover
  - 1.7 E-mail Spoofing
  - 1.8 Media Liability Claims Cover
  - 1.9 Cyber Extortion Cover
  - 1.10 Privacy Breach and Data Breach by Third Party

which is first Discovered during the Period of Insurance and which are reported to the Insurer in accordance with this Policy's provisions.

This insurance is underwritten by Bajaj Allianz General Insurance Co. Ltd. located at Bajaj Allianz House, Floor, Airport Road, Yerawada, Pune 411006

# Bajaj Allianz Individual Cyber Safe Insurance Policy

## Schedule

1	<b>Policy Number</b>	
2	<b>Policyholder</b>	
3	<b>Address</b>	
4	<b>Period of Insurance</b>	Inception Date: Expiry Date: Both days inclusive at above address
5	<b>Limit of Liability</b>	XXX INR
6	<b>Insuring Clause</b>	<b>Sub limits</b>
	<b>Insuring Clause – 1.1 Identity Theft Cover</b>	
		10% of Limit of Liability
	<b>Insuring Clause – 1.2 Social Media Cover</b>	
		10% of Limit of Liability
	<b>Insuring Clause – 1.3 Cyber Stalking Cover</b>	
		10% of Limit of Liability
	<b>Insuring Clause – 1.4 IT Theft Loss Cover</b>	
		25% of Limit of Liability

<b>Insuring Clause – 1.5 Malware Cover</b>		
		10% of Limit of Liability
<b>Insuring Clause – 1.6 Phishing Cover</b>		
		25% of Limit of Liability
<b>Insuring Clause – 1.7 E Mail Spoofing Cover</b>		
		15% of Limit of Liability
<b>Insuring Clause – 1.8 Media Liability Claims Cover</b>		
		10% of Limit of Liability
<b>Insuring Clause – 1.9 Cyber Extortion Cover</b>		
		10% of Limit of Liability
<b>Insuring Clause – 1.10 Privacy Breach and Data Breach by Third Party</b>		
		10% of Limit of Liability
	<b>Extensions</b>	<b>Sub limits</b>
	<b>3.2 IT Consultant Services Cover</b>	XXX INR
7	<b>Geographical Scope</b>	XXXXXXXXXXXXXX
8	<b>Net Premium:</b>	XXX INR
	<b>GST:</b>	XXX INR
	<b>Final Premium:</b>	XXX INR
9	<b>Discovery Period</b>	30 days with no additional premium
10	<b>Notification address</b>	Bajaj Allianz General Insurance Co. Ltd. Bajaj Allianz House, Floor, Airport Road, Yerawada, Pune 411006
11	<b>Endorsements</b>	

Signed and dated on behalf of **Bajaj Allianz General Insurance Co. Ltd.**

Underwriter: \_\_\_\_\_

Date: \_\_\_\_\_

# Bajaj Allianz Individual Cyber Safe Insurance Policy

## 1. Insuring Clauses

In consideration of the payment of the Premium, the Insurer and the Policyholder agree as follows:

### 1.1. Identity Theft Cover

- a) The Insurer shall indemnify the Insured during the Period of Insurance or Discovery Period if applicable all Defense Costs incurred as a result of any Claim by an Affected Person or an entity for Legal liability that directly results from the Identity Theft of the Insured other than from a legitimate Social Media account of the Insured by Cyber Attack.
- b) The Insurer shall indemnify the Insured during the Period of Insurance or Discovery Period if applicable Costs incurred for prosecution of a criminal case under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code against a Third Party for Identity Theft of the Insured other than from legitimate Social Media accounts of the Insured by Cyber Attack.
- c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of 1.1 (a).

This coverage is subject to sub limits as specified in the Policy Schedule.

### 1.2. Social Media Cover

- a) The Insurer shall indemnify the Insured during the Period of Insurance or Discovery Period if applicable all Defense Costs incurred as a result of any Claim by an Affected Person or an entity for Legal liability that directly results from the Identity Theft of the Insured from a legitimate Social Media account of the Insured by Cyber Attack.
- b) The Insurer shall indemnify the Insured during the Period of Insurance or Discovery Period if applicable Costs incurred for prosecution of a criminal case under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code against a Third Party for Identity Theft of the Insured from a legitimate Social Media account by Cyber Attack.
- c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of 1.2 (a).

This coverage is subject to sub limits as specified in the Policy Schedule.

### 1.3. Cyber Stalking Cover

- a) The Insurer shall indemnify the Insured during the Period of Insurance or Discovery Period if applicable Costs incurred by the Insured for prosecution of a criminal case against Third party Under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for Cyber Stalking the Insured.

This coverage is subject to sub limits as specified in the Policy Schedule.

### 1.4. IT Theft Loss Cover

- a) The Insurer shall indemnify the Insured, during the Period of Insurance or the Discovery period if applicable ,for IT Theft Loss as a direct result of an IT Theft
- b) The Insurer shall indemnify the Insured during the Period of Insurance or the Discovery period if applicable the Cost including legal fees incurred by the Insured for a Claim for Damages lodged by the Insured against a financial institution and or Payment System Operators authorized by the Reserve Bank of India under the Payment and Settlement Systems Act, 2007 for IT Theft Loss of the Insured provided the financial institution and or Payment System Operators has acknowledged in writing to the Insured the receipt of information of an IT Theft Loss.
- c) The Insurer shall indemnify the Insured during the Period of Insurance or the Discovery period if applicable Costs incurred for prosecution of a criminal case, Under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India

including the relevant provisions of Indian Penal code against a Third party for causing IT Theft Loss to the Insured.

This coverage is subject to sub limits as specified in the Policy Schedule.

#### **1.5. Malware Cover**

- a) The Insurer shall indemnify the Insured during the Period of Insurance or the Discovery period if applicable for the Restoration Cost incurred due to damage caused by Malware received through SMS, File transfer, downloaded programs from Internet or any other digital means by the Insured's Computer System which has resulted in information stored in the Insured's Computer System being damaged or altered or disrupted or misused.
- b) The Insurer shall indemnify the Insured during the period of Insurance or the Discovery period if applicable Defense Costs incurred as a result of any Claim by an Affected Person or an Entity for Legal liability that directly results from the Damage caused by entry of Malware into the Insured's Computer System.
- c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of 1.5 (b).

This coverage is subject to sub limits as specified in the Policy Schedule.

#### **1.6. Phishing Cover**

- a) The Insurer shall indemnify the Insured during the period of Insurance or the Discovery period if applicable the Direct and Pure Financial Loss sustained by the Insured by being an innocent victim of an act of Phishing by a third party.
- b) The Insurer shall indemnify the Insured during the Period of Insurance or the Discovery Period, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third party Under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for the Direct and Pure Financial Loss caused to the Insured by Phishing.

This coverage is subject to sub limits as specified in the Policy Schedule.

#### **1.7. E mail Spoofing Cover**

- a) The Insurer shall indemnify the Insured during the period of Insurance or the Discovery period if applicable the Direct and Pure Financial Loss sustained by the Insured by being an innocent victim of an act of E-mail Spoofing by a third party.
- b) The Insurer shall indemnify the Insured during the Period of Insurance or the Discovery Period, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third party Under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for the Direct and Pure Financial Loss caused to the Insured by E-mail Spoofing.

This coverage is subject to sub limits as specified in the Policy Schedule.

#### **1.8. Media Liability Claims Cover**

- a) The Insurer shall indemnify the Insured for Defense Costs incurred by the Insured, arising from a Claim first made against the Insured during the Period of Insurance or the Discovery Period, if applicable, for a Media Wrongful Act.
- b) The Insurer shall indemnify the Insured during the Period of Insurance or the Discovery Period, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third party Under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for the Media Wrongful Act.
- c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of 1.8 (a).

This coverage is subject to sub limits as specified in the Policy Schedule.

#### **1.9. Cyber Extortion Cover**

- a) The Insurer shall indemnify the Insured, the Cyber Extortion Loss that the Insured incurs solely and directly as a result of a Cyber Extortion Threat first Discovered during the Period

of Insurance.

As a condition for payment under this cover the Insured shall:

- i. keep the terms and conditions of this Cyber Extortion Cover confidential, unless disclosure to law enforcement authorities is required; and
  - ii. take all reasonable steps to notify and cooperate with the appropriate law enforcement authorities; and
  - iii. take all reasonable steps (including the involvement of a security consultant with the Insurer's prior written consent), to effectively mitigate the Cyber Extortion Loss.
- b) The Insurer shall indemnify the Insured, Costs incurred by the Insured during the Period of Insurance, for prosecution of a criminal case filed by or on behalf of the Insured, against a Third party Under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for Cyber Extortion.

This coverage is subject to sub limits as specified in the Policy Schedule.

#### 1.10. Privacy Breach and Data Breach by Third Party

The Insurer shall indemnify the Insured during the Period of Insurance or the Discovery period if applicable all Costs including legal fees incurred by the Insured for a Claim for Damages lodged by the Insured against a Third party for Privacy Breach and or Data Breach provided the Third Party has communicated in writing to the Insured or has acknowledged publicly by electronic or print media the occurrence of a Privacy Breach or a Data Breach of the Insured.

This coverage is subject to sub limits as specified in the Policy Schedule.

## 2. Special Condition

If an event gives rise to claim under the policy, the Insured can claim only under one of the above Insuring clauses per event.

## 3. Extensions

### 3.1. Counselling Services

The Insurer will pay to or on behalf of each Insured, all reasonable fees, Costs and expenses of an accredited psychiatrist, psychologist or counsellor chosen by the Insured at his/her own discretion with the prior written consent of the Insurer, not to be unreasonable, withheld or delayed, to treat the Insured for stress, anxiety or such similar medical conditions resulting from any of the above insuring clauses 1.1 to 1.10.

This coverage is subject to overall limit of the Insuring Clause under which the Claim has been lodged.

### 3.2. IT Consultant Services Cover

The Insurer shall pay to or on behalf of an Insured the IT Consultant Costs incurred by the Insured in order to prove the amount and the extent of a covered Loss.

This shall be in addition to the amount payable under the Insuring Clauses and is subject to the limit as specified in the Schedule.

## 4. Definitions

In this Policy the following words in bold shall have the following meaning:

**4.1. Affected Person** means any natural person who has been affected by the named insuring clauses

**4.2. Claim** means:

Any written demand, suit or civil legal proceeding. A Claim shall be deemed to be first made or commenced when the Insured first becomes aware of it.

**4.3. Computer** means any electronic magnetic, optical or other high-speed Data processing device or system which performs logical, arithmetic, and memory functions by manipulations of

electronic, magnetic or optical impulses, and includes all input, output, processing, storage, Computer software, or communication facilities which are connected or related to the Computer in a Computer system or Computer network;

**4.4. Computer Programs** means a collection of instructions that describe a task, or set of tasks, to be carried out by a Computer System, including application software, operating systems, firmware and compilers.

**4.5. Computer System** means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain Computer Programmes, electronic instructions, input Data and output Data, that performs logic, arithmetic, Data storage and retrieval, communication control and other functions;

For avoidance of Doubt, Computer System shall include all kinds of digital devices

**4.6. Costs** shall mean

- a) all Costs including legal Costs, travel Costs unearned wages incurred on actual for the purposes of prosecuting the criminal case as referred to in insuring clause 1.1, 1.2, 1.3, 1.4, 1.6, 1.7, 1.8, 1.9 of the Policy and the court fees
- b) all cost including legal cost, travel cost, unearned wages incurred on actual for the purpose of lodging a claim for damages by the insured
  - (i) against a financial institution under insuring clause 1.4
  - (ii) against a third party under the insuring clause 1.10

**4.7. Cyber Attack** means a targeted intrusion into the Insured's Computer System:

- a) which results in the transmission of unauthorised Data to the Insured's Computer System or from the Insured's Computer System to a Third Party's Computer System that is designed to modify, alter, damage, destroy, delete, record or transmit information without authorisation, including Data that is self-replicating or self-propagating, or is designed to contaminate other Computer Programmes or legitimate Computer Data, consume Computer resources or in some fashion usurp the normal operation of a Computer System.
- b) To obtain unauthorized access or use of the Insured's Computer System

A targeted intrusion is an intrusion or a series of intrusions specifically directed against the Insured. A series of intrusions are intrusions using the same weakness of Computer Systems or using the same malicious programmes or codes.

**4.8. Cyber Stalking** means the repeated use of electronic communications to harass or frighten someone.

**4.9. Cyber Extortion Threat** means threat by an extortionist to cause a *Privacy Breach, Data Breach or Cyber Attack*.

**4.10. Cyber Extortion Loss means:**

- a) Reasonable and necessary fees, Costs and expenses incurred by or on behalf of the Insured with the prior written consent of the Insurer directly resulting from a Cyber Extortion Threat;
- b) monies payable by the Insured with the prior written consent of the Insurer in order to resolve or terminate a Cyber Extortion Threat.

**4.11. Cyber Terrorism** means the politically motivated use of computers and information technology to cause severe disruption or widespread fear.

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

- i. any amounts that an Insured shall be legally liable to pay to a Third Party in respect of judgments or arbitral awards rendered against an Insured;
- ii. monies payable by an Insured to a Third Party pursuant to a settlement agreement negotiated by the Insured with the prior written approval by the Insurer; or
- iii. punitive or exemplary Damages where insurable by the law of this Policy and the jurisdiction in which the payment is to be made.

**Damages shall not include:**

- i. the loss, offset or return of fees, commissions, royalties, bonuses or profits by the Insured or the Costs to re perform any services;
- ii. the Costs to comply with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- iii. the Costs to design, upgrade, maintain, or improve a Computer System or Computer Programme, including correcting any deficiencies or problems;
- iv. taxes and fines
- v. Compensatory Costs.

**4.13.Data** means any electronic Data of a form readily usable by a Computer Programme.

**4.14.Data Breach** means

- a) the accidental or negligent disclosure by a Third Party or an outsourced service provider of the Third Party of Insured's information or
- b) the Unauthorized Access or use of the Insured's information stored in the Third Party Computer System.

**4.15.Data Protection Legislation** means any Law or Regulation regulating the processing of personal information, including the Indian Information Technology Act, 2000 and Information Technology,(reasonable security practices and procedures and sensitive personal Data or information) Rules, 2011 or any amendments or modifications thereof, from time to time.

**4.16.Defence Costs** means reasonable and necessary legal fees, Costs and expenses incurred by or on behalf of the Insured, with the prior written consent of the Insurer, in relation to the investigation, response, defence, appeal or settlement of a Claim, including the Costs of attachment or similar bonds, provided the Insurer shall have no obligation to furnish such bonds. defence Costs shall not include any internal Costs of the Insured (e.g. wages, salaries or other remuneration) or any amount paid by the Insurer or any other insurer pursuant to any policy or policies of insurance, other than this Policy, under which there is a duty to defend.

**4.17.Direct and Pure Financial Loss** shall mean the loss of funds belonging to the Insured as a Consequence of the Insured being an innocent victim of Phishing or Email Spoofing

**4.18.Discovered or Discovery** means the first manifestation of the Insured's, becoming aware of an event or reasonably suspecting that such event has occurred under insuring clauses and which would cause this person to reasonably assume that a Loss covered under insuring clauses has been or is likely to be incurred, even though the exact amount or detail of the Loss may not be known at that time.

**4.19.Discovery Period** means the period commencing immediately after the expiry of the Period of Insurance, during which written notice may be given to the Insurer of a Claim arising from a insuring clause that has occurred prior to the expiry date of the Period of Insurance and only where Loss from such insuring clause is not partially nor wholly covered by any other insurance policy in force after the expiry date of the Policy.

**4.20.E-mail Spoofing** means a forgery or a wrongful manipulation of an E-mail header so that the message appears to have originated from the actual source.

**4.21.Entity:** A person, partnership, organization, or business that has a legal and separately identifiable existence.

**4.22.Financial Institution** means any bank whose function or principle activities are regulated by the Indian financial regulatory bodies in the territories in which it operates.

**4.23.Funds** mean any cash, money currency owned by the Insured or held by

- a) A Financial Institution
- b) A Payment System Operator

In an Electronic form on behalf of the Insured.

**4.24.Governmental Acts** means any expropriation, nationalization, confiscation, requisition, seizure or any other act by or under order of any governmental, de facto or public local authority.



**4.25. Identity Theft** means any fraudulent and Unauthorized Access to, usage, deletion or alteration of Insured's Personal Data stored in the Insured's Computer System

**4.26. Insured** means the Policy Holder named in the Policy schedule.

**4.27. Insurer** means Bajaj Allianz General Insurance Company Limited.

**4.28. Insured's Computer System** means a Computer System the Insured leases, owns or operates and which is securely made available or accessible to the Insured for the sole purpose of storing and processing the Insured's Data and which is not accessible for the general public and or which is located at a public place.

**4.29. IT Consultant** shall mean an independent external IT expert appointed by the Insured with prior written consent of the Insurer.

**4.30. IT Consultant Costs** means the reasonable and necessary fees and expenses incurred by the Insured for consulting an external IT Expert in order to prove the amount and the extent of a covered Loss. Consultant Cost shall not include the Cost incurred in investigating and discovering whether an insuring clause has operated or any loss or Claim is covered under this Policy.

**4.31. IT Theft** means any Third Party's targeted cyber intrusion into the Insured's Computer System which results in fraudulent and Unauthorized Access to, deletion or alteration of Data contained in the Insured's Computer System

**4.32. IT Theft Loss** means Funds wrongfully or erroneously paid by the Insured as a direct result of an IT Theft.

**4.33. Limit of Liability** means the amount specified as such in of the Schedule.

**4.34. Loss** means

- a) **Direct Financial loss**
- b) **Damages;**
- c) **Defence Costs;**
- d) **Costs for Prosecution of Criminal case**
- e) **Costs for Filing Claim for Damages on Third party /Financial Institution**
- f) **Restoration Costs**
- g) **Cyber Extortion Loss;**
- h) **IT Theft Loss;**
- i) **Consultant Costs**
- j) **Counselling Services**

or any other amount the **Insurer** is liable to pay under the terms and conditions of this Policy.

**4.35. Malware** means a Computer program received through SMS, File transfer, downloaded programs from internet or any other digital means by the Insured's Computer System maliciously designed to infiltrate and damage Insured's Computer System without Insured's consent.

**4.36. Media Wrongful Act** means, in the context of the Insured's publication or broadcasting of any digital media content, any actual or alleged:

- i. defamation, infringement of any intellectual property, misappropriation or theft of ideas or information or improper deep-linking or framing;
- ii. invasion, infringement or interference with an individual's rights of privacy or publicity, disclosure of private facts and commercial appropriation of name, persona or likeness;

Resulting from and as a consequence of Cyber Attack.

**4.37. Payment System Operator** is an entity authorized by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act, 2007

**4.38. Period of Insurance** means the period as set forth in Item 4 of the Schedule.

**4.39. Personal Data** shall mean any information or details of the Insured such as bank details, photographs etc. which are unique to the Insured and are stored in the Insured's Computer System.

**4.40. Phishing** is the attempt to obtain sensitive information such as usernames, passwords, and credit card details (and sometimes, indirectly, money), often for malicious reasons, by masquerading as a trustworthy Entity in an electronic communication

**4.41. Pollution** means the discharge, dispersal, seepage, migration, release or escape of:

- a) any solid, liquid, gaseous, biological or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- b) electromagnetic energy, radiation or fields;
- c) nuclear or other radiation.

**4.42. Proposal Form means** the written application or proposal for this Policy made by the Policyholder, including any document provided by the Policyholder in connection with such application or proposal which shall be incorporated in and form the basis of this Policy.

**4.43. Privacy Breach** shall mean

- a) any unauthorized disclosure by a Third Party or by an outsourced service provider of a Third Party of the Insured's personal Data or
- b) any Unauthorized Access or use of the Insured's personal Data stored in the Third Party Computer System in actual or alleged breach of any Data protection legislation

**4.44. Regulator** means any official or public body with responsibility to enforce Data Protection Legislation or Authority empowered to adjudicate the disputes/complaints, including but not limited to any Controller of Certifying Authorities, Deputy Controller of Certifying Authorities, Assistant Controller of Certifying Authorities, adjudicating officer, Cyber Appellate Tribunal, appointed or constituted under the Indian Information Technology Act, 2000 read with Information Technology (Reasonable security practices and procedures and sensitive personal Data or information) Rules, 2011, or such other Regulator/adjudicating authority as may be designated/appointed, from time to time.

#### **4.45. Restoration Cost**

- I. Reasonable and necessary Cost to technically restore, retrieve or reinstall Data or Computer Program damaged by entry of the Malware including the Cost of purchasing a Software License necessary to reproduce such Data or Computer Programs

Restoration Costs shall not include;

- 1) More than two attempts per claim at restoration of data or Insured's Computer System during the policy period.
- 2) Legal Costs or legal expenses of any kind
- 3) Costs that the insured would have incurred anyway without the entry of Malware
- 4) Costs for correction of manually incorrect input of Data
- 5) The Costs to design ,upgrade ,maintain ,or improve the Insured's Computer System or Computer Programmes

**4.46. Social Media** means any forms of electronic communication (as Web sites for social networking and microblogging) through which users create online communities to share information, ideas, personal messages, and other content (as videos)

**4.47. Third-Party** means any natural or legal person except the Insured.

**4.48. Trade Secret** means the information, including a formula, compilation, pattern, programme, device, method, process or technique that derives independent economic value, actual or potential, from not being generally known and not readily ascertainable through proper means by another person who can obtain economic advantage from its disclosure or use.

**4.49. Terrorism:** An act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

**4.50. Unauthorized Access** or Use means the improper access or use of the Insured's Computer System by an Unauthorized person acting in an unauthorized manner

**4.51. War** means war, any invasion, act of foreign enemy, hostile operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or martial law.

**4.52. You, Your, Yourself** in the document means the person or persons that we insure as set out in the schedule.

**4.53. We, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.

## 5. Exclusions

No coverage will be available under this Policy with respect to any Loss arising out of, based upon or attributable to:

### 5.1. Dishonest or Improper Conduct

Any:

- a) deliberate, criminal, fraudulent, dishonest or malicious act or omission; or
- b) intentional or knowing violation of any duty, obligation, contract, law or regulation; by the Insured
- c) Any losses that are caused intentionally & against the law

Provided, however, the Insurer shall advance Defense Costs until there is

- a) final decision of a court, arbitration panel or Regulator, or
- b) a written admission

which establishes such behavior. Following such finding the Insurer shall be entitled to repayment of any amount paid to or on behalf of the Insured under this Policy.

### 5.2. Bodily Injury

Except as provided in 3.1, any actual or alleged bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused

### 5.3. Property Damage

Any damage to or destruction of any tangible property, including loss of use thereof.

### 5.4. Contractual Liability

Any liability under any contract, agreement, guarantee or warranty assumed or accepted by an Insured except to the extent that such liability would have attached to an Insured in the absence of such contract, agreement, guarantee or warranty;

### 5.5. Prior Acts Exclusion

Any Claim arising out of or based upon or attributable to

- 1) Identity Theft resulting from and as a consequence of a Cyber Attack,
- 2) Cyber Stalking,
- 3) IT Theft Loss,
- 4) Damage to the Insured's Computer System caused due to Malware,
- 5) Direct and Pure Financial Loss suffered by the Insured due to Phishing and E-Mail Spoofing,
- 6) Any Media Wrongful Act of the Insured from and as a consequence of a Cyber Attack,

- 7) Any Cyber Extortion Loss suffered by the Insured,
- 8) Any damages caused to the Insured by Privacy Breach and Data Breach by Third Party,

In which all or any part of such were committed, attempted, or allegedly committed or attempted, prior to the policy inception date mentioned in the schedule.

#### **5.6. Trade Secrets and Intellectual Property**

Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property.

#### **5.7. War, Terrorism including Cyber Terrorism and Governmental Acts**

War, Terrorism, looting and Governmental Acts.

#### **5.8. 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, cryptocurrencies and the like.

#### **5.9. Pollution**

Any Pollution.

#### **5.10. Natural Perils**

Any: electromagnetic fields or radiations; earthquakes.

#### **5.11. Unsolicited Communication**

Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wiretapping, audio or video recordings or telephone marketing.

#### **5.12. Unauthorised Collection of Data**

Any unlawful or unauthorized collection of personal Data or Client Information.

#### **5.13. Licensing Fees**

Any actual or alleged licensing fee or royalty payment including, but not limited to, any obligation to pay such fees or royalty payments.

#### **5.14. Outage/Disturbance Loss**

Losses due to the outage/disturbance of external networks (e.g. power, internet, cable & telecommunications)

#### **5.15. Commercial, Political, Union or Religious Activities**

Any kind of losses in connection to commercial, political or union activities, the exercise of a religious function/office and/or the membership in any club/association that is salaried and/or not for leisure.

#### **5.16. Immoral/Obscene Services**

Any losses in connection with racist, extremist, pornographic or other immoral/obscene services, statements or representations provided made or committed by the insured.

## **6. Duties of the Insured**

### **6.1. Reasonable Precautions**

It is a condition precedent to coverage hereunder that the Insured shall take all reasonable measures to safeguard the Insured's Computer System and Digital Devices and prevent the occurrence and to minimize the impact of any Cyber Attack including but not limited to

- i. Updating Antivirus Software from time to time as per recommendations of the Antivirus Software provider.
- ii. Maintaining up-to-date patch-states of the OS, browser, E-Mail, other software programs
- iii. Maintaining back up of all valuable data stored in the Computer System in other storage media including external data media.
- iv. Implementing best practices security eg: password strength, regular changes of

passwords, use of two-factor-authentication as recommended by Internet Service Provider, Social Media Service Provider, Financial Service Provider/Bank/Payment System Operator and/or Government/Authorities

\*Note: Waiver of conditions (i) to (iv) above may be considered by the Company at its absolute discretion, in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the Insured was placed, it was not possible for the Insured to take reasonable measures to safeguard the Insured's Computer System and Digital Devices and prevent the occurrence and to minimize the impact of any Cyber Attack. The decision of the Company shall be final and binding on the Insured.

## **7. In the event of a Loss**

### **7.1. Notification**

It is a condition precedent to coverage hereunder that:

- 7.1.1. Upon Discovery, the Insured shall give written notice thereof to the Insurer within 7 days, but in any event not later than 14 days after the end of the Period of Insurance or Discovery Period;
- 7.1.2. Upon receipt of any Claim, the Insured shall give written notice thereof to the Insurer within 7 days but in any event not later than 14 days after the end of the Period of Insurance or Discovery Period, if applicable; and if, during the Period of Insurance, the Insured becomes aware of any fact, event or circumstance which is likely to give rise to a Claim then the Insured shall give written notice thereof to the Insurer as soon as reasonably practicable and, in any event, during the Period of Insurance.

\*Note: Waiver of conditions (7.1.1) and (7.1.2) may be considered by the Company at its absolute discretion, in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the Insured was placed, it was not possible for the Insured to give notice or file Claim within the prescribed time limit. The decision of the Company shall be final and binding on the Insured.

If the Insured reports a Claim or facts that might give rise to a Claim to the Insurer, then the Insured must give the Insurer such information and co-operation as it may reasonably require including but not limited to:

- a) Submission of fully completed and signed Claim form
- b) Copy of FIR lodged with Police Authorities / cyber cell
- c) Copies of legal notice received from any Affected Person/entity
- d) Copies of summons received from any court in respect of a suit filed by an Affected party/entity
- e) Copies of correspondence with financial institutions with regard to IT Theft Loss
- f) legal notice served on any Financial Institution and or case filed against Financial Institution for IT Theft Loss
- g) Copies of legal notice served on any Third Party for any Data breach or privacy breach
- h) Copies of criminal case filed against third party under the insuring clauses 1.1, 1.2, 1.3, 1.4, 1.6, 1.7,1.8,1.9
- i) Copies of invoices for expenses incurred on restoration Cost
- j) Copies of invoices for expenses incurred in 3.2 IT Consultant Services Cover
- k) Details/invoices of Costs incurred for filing of criminal case /Claim for Damages against third party
- l) Proof to show that the Personal Data is the propriety information belonging to the Insured.
- m) Proof to show that Loss is incurred by the Insured.

All notifications and all communications under this Policy must be in writing to the address set forth in item 10 of the Schedule.

### **7.2. Defence**

For the purposes of insuring clauses 1.1, 1.2, 1.5 and 1.8 it shall be the duty of the Insured to defend Claims and arrange for representation at any hearing or investigation. The Insurer shall have the right to effectively associate with the Insured in respect of the conduct and management of any Claim to which this Policy may apply, and may, at the Insurer's option, elect to assume conduct of the Insured's defence of any such Claim.

### 7.3. Co-operation

It is a condition precedent to coverage hereunder that the Insured:

- i. takes all reasonable steps to reduce or minimise Loss;
- ii. in connection with the coverage afforded under all Insuring Clauses, submits to the Insurer (at its own Cost) a written, detailed proof of Loss which provides an explanation of the circumstances and a detailed calculation of such Loss;
- iii. provides to the Insurer all such cooperation and assistance as the Insurer may request in connection with such Loss; and
- iv. shall not admit liability, make any payments, assume any obligations, negotiate any settlement enter into any settlement or accept any judgment or award or incur any Defence Costs without the Insurers prior written consent.
- v. Shall not agree to any waiver or limitation of or delay as to the Insured's legal rights of recovery against any other party;

### 7.4. Subrogation and Recoveries

The Insurer shall be subrogated to all of the Insured's rights of recovery to the extent of all payments of Loss made by the Insurer or all other amounts for which cover is provided under this Policy. The Insured shall do everything necessary to secure any rights, including the execution of any documents necessary to enable the Insurer effectively to bring suit in the name of the Insured whether such acts become necessary before or after payment by the Insurer.

Recoveries whether being subject to subrogation or not, with respect to any Loss or all other amounts for which cover is provided under this Policy, shall be distributed as follows:

- first, to reimburse the Costs and expenses actually incurred in making the recovery;
- second, to the Insurer for the amount paid to the Insured for any covered Loss;
- third, to the Insured for the amount of Loss otherwise covered but in excess of the Policy Limit of Liability; and
- fourth, to the Insured for Loss specifically excluded by this Policy.

Recovery by the Insurer from reinsurance shall not be deemed a recovery hereunder.

### 7.5. Other Insurance:

If Loss, Defense Costs or any other amounts insured under this Policy are also potentially insured under any other insurance policy or policies, then the Insured must advise the Insurer within a reasonable time of making a Claim under this Policy and provide the Insurer with details of the other insurance.

## 8. Limit of Liability

### 8.1. Limit of Liability

The Insurer's liability to pay or indemnify under this contract for each and every Loss and for all Loss in the aggregate shall not exceed the Limit of Liability during the policy period

Each sublimit of liability specified in the Schedule is part of the Limit of Liability and is the maximum the Insurer shall pay for the Insuring clause during the policy period.

In the event of the sub limit in respect of an Insuring clause being completely exhausted on payment of a claim, No further liability shall attach on the Insurer in respect of the Insuring clause to which the sub limit applies.

The insurer's liability to pay or to indemnify for each and every loss and for all losses in aggregate for IT Consultant fees shall not exceed the amount specified in the policy schedule during the policy period.

## 9. General Provisions

### 9.1. Policy administration

The payment of any Loss and or any other amounts payable under this Policy to the Insured shall fully release the Insurer from the Insurer's liability to make payment with respect to such Loss and all other amounts.

### 9.2. Period of Insurance

This Policy is in force for the Period of Insurance set forth in Item 4 of the Schedule.

### 9.3. Policy Renewal:

The Insurer shall not be bound to accept any renewal premium nor give notice to the Insured that such renewal is due. No receipt for renewal premium is valid except on the official form issued by the Company. Under normal, circumstances renewal will not be refused except on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured.

### 9.4. Termination of the Policy

This Policy will terminate at the expiration of the period for which premium has been paid or on the expiration date shown in Policy Schedule.

### 9.5. Cancellation

This policy may be cancelled by the Policyholder at any time by giving at least 7 days written notice to the Insurer. The Insurer will refund premium according to the Insurer's Short Period Rates set out below:

Table of Short Period Rates	
Period of Risk	Amount of Premium To be Retained by the Insurer
Upto 1 month	1/8 <sup>th</sup> of the Annual Premium.
1 month and above, up to 2 months	2/8 <sup>th</sup> of the Annual Premium.
2 months and above, up to 3 months	3/8 <sup>th</sup> of the Annual Premium.
3 months and above, up to 4 months	4/8 <sup>th</sup> of the Annual Premium.
4 months and above, up to 5 months	5/8 <sup>th</sup> of the Annual Premium.
5 months and above, up to 6 months	6/8 <sup>th</sup> of the Annual Premium.
6 months and above, up to 7 months	7/8 <sup>th</sup> of the Annual premium.
7 months and above	Full Annual Premium.

The above is applicable provided the Insured has not made any Claim under the Policy during the Period of Insurance. No refund of premium shall be due if the *Insured* has made a *Claim* under this policy.

We may cancel this insurance by giving you at least 15 days written notice, and if no claim has been made then we shall refund a pro-rata premium for unexpired policy period. Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or Your non-cooperation.

#### **9.6. The Proposal Form**

In issuing this Policy, the Insurer has relied on the statements and particulars in the Proposal form which shall form the basis of this Policy and are considered as being incorporated therein.

#### **9.7. Plurals, headings and titles**

The descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this Policy, words in bold have special meaning and are defined. Words that are not specifically defined in this Policy have the meaning normally attributed to them.

The schedule hereto is part of and forms an integral part of this Policy;

#### **9.8. Fraudulent notifications**

If the Insured shall give notice of any Loss knowing the same to be false or fraudulent, as regards amount or otherwise, such Loss shall be excluded from scope of the Policy and the Insurer reserves the right to avoid this Policy in its entirety and in such case all Loss shall be forfeited by the Insurer.

#### **9.9. No Third Party Rights**

Notwithstanding what is stated in any Law, this Policy is not intended to confer any rights or benefits on and or enforceable by any Third-Party other than an Insured and accordingly no Third Party shall acquire any rights in relation to or under this Policy nor can enforce any benefits or Claim under term of this contract against the Insurer.

#### **9.10. Assignment**

The Insured shall not be entitled to assign this Policy nor any interest or right under the Policy without the Insurer's prior written consent.

#### **9.11. Sanctions/Embargoes**

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any Loss or Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Loss or Claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

#### **9.12. Territorial scope**

Where legally permissible by the law of this Policy and the jurisdiction in which the payment is to be made and subject to all terms and conditions of this Policy, this Policy shall apply to any Loss incurred or Claims made in India, unless otherwise stated in item 7 of the Schedule.

#### **9.13. Governing law**

Any interpretation of this Policy relating to its construction, validity or operation shall be made exclusively in accordance with the laws of the Republic of India.

#### **9.14. Jurisdiction**

This Policy is subject to the exclusive jurisdiction of the Courts of India.

#### **9.15. Duty Of Disclosure:**

This Policy shall be void and all premiums paid hereon shall be forfeited to the Insurer in the event of fraud, mis-declaration, misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a Claim being fraudulent or any fraudulent means or device being used by the Insured or any one acting behalf of the Insured to obtain a benefit under this Policy.



**9.16. Observance of Terms and Conditions**

The due observance and fulfilment of the terms, conditions and endorsements if any, including the payment of premium of this Policy and compliance with specified Claims procedure 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 Insurer to make any payment under this Policy.

**9.17. Premium Payment:**

It is hereby agreed that, as a condition precedent to any liability under this Policy, any premium due must be paid and actually received by the Insurer in full by the due date.

**9.18. Arbitration**

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable Costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

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

**9.19. Entire Contract**

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Insurer, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.







<p><b>NOIDA -</b> Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</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, Gautam-bodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA -</b> Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE -</b> Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

Note: Address and contact number of Governing Body of Insurance Council

Secretary General - Governing Body of Insurance Council

Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054

Tel No: 022-2610 6889, 26106245, Fax No. : 022-26106949, 2610 6052, E-mail ID: [inscoun@vsnl.net](mailto:inscoun@vsnl.net)