

Indicative Policy Wordings

Cyber Liability Insurance

SCHEDULE

Policy No: 4056/217530745/00/000	Issued at:Mumbai
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Item 1	Policyholder :	Symega Food Ingredients Limited		
Item 2	Address & GST		XI 312 G, Synthite Taste Park,	
Details:			Pancode, Ernakulam District – 682 310,	
		Kerala, India		
Item 3	Professional	Food Ingredients business		
	Services		01	
Item 4	Policy Period:	From: February 28, 2021	.0'	
		To: February 27, 2022		
Item 5	Extended	90 days	50.	
</td <td>Reporting Period:</td> <td></td> <td><u></u></td>	Reporting Period:		<u></u>	
Item 6	Limit of Liability:	INR 150,000,000		
		(for all Claims in the aggr	regate during the Policy	
		Period)		
Item 7	<u>Extensions</u>	Applicable/Not Applicable	Sub-Limit of Liability	
a)	Credit Monitoring	Applicable	INR 150,000,000	
	Costs			
b)	Crisis	Applicable	INR 150,000,000	
/	~ ~ 0	41		
	Management	6		
	Costs	X		
d)	Cyber Extortion	Applicable	INR 75,000,000	
	Costs	.0		
٥)	Data Restoration	Applicable	INR 150,000,000	
e)	Data Nestoration	Applicable	11117 130,000,000	
	Costs	/		
f)	Forensic Costs	Applicable	INR 75,000,000	
g)	Legal	Applicable	INR 150,000,000	
	Representation			
\sim				
	Expenses		1117 450 000 000	
h)	Privacy	Applicable	INR 150,000,000	
1	Notification Costs			
i)	Regulatory Fines	Applicable	INR 150,000,000	
,			,	
Itom 9	and Penalties	a) Sub limit	IND 75 000 000	
Item 8	Business	a) Sub-limit	INR 75,000,000	
1	Interruption Loss	b) Waiting Period	12 hours	
Item 9	Retention:	INR 2,500,000		
Item 10	New Subsidiary	25%		
) '				
	Acquisition %			



Item 11	Prior Acts	February 28, 2021	
ILCIII I I		1 ebidary 20, 2021	
	Exclusion Date:		
Item 12	Prior and Pending	February 28, 2021	
	Litigation Date:	0 8.	
Item 13	Total Premium	INR 513,300	
	(Including Tax)	(Premium value mentioned above is inclusive of taxes applicable)	
Item 14	Jurisdiction:	Worldwide	
Item 15	Insurer contact	ICICI Lombard General Insurance Company Limited	
	details:	ICICI Lombard House,	
		414, Veer Savarkar Marg, Near SiddhiVinayakTemple,	
		Prabhadevi, Mumbai 400025	
Item 16	Intermediary	Intermediary Name: RADIANT INSURANCE	
	Details	BROKING PRIVATE LIMITED	
Item 17	Cu de ve em emte	Intermediary Code: 201868153081	
item 17	Endorsements Applicable at	Reward expenses endorsement	
1	Inception	Employee coverage endorsement	
/		Non-cancellation endorsement	
		Control group endorsement	
	~ ~ ~ 0	5. Psychological Support Expenses endorsement	
		6. Emergency costs endorsement	
		7. Pro- Active Forensic costs	
	7	8. Fund Transfer Fraud endorsement	
		E-communication Loss endorsement	
		10. PCI-DSS Loss endorsement	
	1		



The stamp duty of Rs. 0.50/- (Fifty Paise Only) paid in cash or by demand draft or by pay order,vide Receipt/Challan No.CSD2602021636 dated 18th February 2021.

Signed for and on behalf of ICICI Lombard General Insurance Company Limited, at Mumbai on this date March 11,2021.

Authorised Signatory

GSTIN Reg No: 33AAACI7904G2ZT

ILGIC GSTIN Address: Second and Third Floor, Nungambakkam High Road, Chottabhai

Centre, Chennai, Tamil Nadu 600034

Description of services: General Insurance Business

HSN/SAC: 9971

POLICY SHALL STAND CANCELLED AB INITIO IN THE EVENT OF NON-REALIZATION OF THE PREMIUM.

"NOTE- IN CASE OF RENEWAL OF THE POLICY, POLICY BENEFIT AND TERMS & CONDITIONS OF POLICY INCLUDING PREMIUM MAY BE SUBJECT TO CHANGE."



Scope of Cover

In consideration of the receipt of premium, and in reliance of the statements made and the information contained in the proposal form (which are a part of and form the basis of this Policy) and subject to the terms and conditions of this Policy, the **Insurer** and the **Policyholder** agree as follows

1 <u>Insuring Clauses:</u>

The following insurance covers are solely for **Claims** which are first made against the **Insured**, by a **Third Party**, during the **Policy Period** (or the **Extended Reporting Period**, if applicable) and reported to the **Insurer** as required under this Policy

Perio	od, ii applicable) a	and reported to the insurer as required under this Policy		
1.1	Individual	The Insurer will pay the Loss arising out of a Security		
	Security &	Breach and/or Privacy Breach by the Insured.		
	Privacy			
	Liability			
1.2	Corporate	The Insurer will pay the Loss arising out of a Security Breach		
	Security	by the Insured that results in Unauthorized Disclosure of		
	Liability	Corporate Information.		
1.3	Multimedia	The Insurer will pay the Loss arising out of Multimedia		
	Liability	Activities of the Insured that results in:		
		(a) defamation including but not limited to libel, slander,		
		trade libel, infliction of emotional distress, outrage,		
		outrageous conduct or other tort related to		
/		disparagement or harm to the reputation or character of		
		any person or organization;		
-		(b) violation of the rights of privacy or publicity of an		
		individual, including false light and public disclosure of		
1		private facts, commercial mis-appropriation of name,		
	X \	persona, voice or likeness;		
		(c) infringement of copyright, domain name, title, or slogan,		
		trademark, service mark, service name, or trade name		
		(d) plagiarism, misappropriation or theft of ideas or		
		information under implied contract;		
4		(e) domain name infringement or improper deep linking or		
		framing		
		J. Company of the com		

2 <u>Extensions</u>:

2.1 Extended Reporting	(a) renewed by the Insurer or the Policyholder ; nor	
Period	(b) replaced by the Insurer, nor(c) cancelled by the Insurer in accordance with Clause 6.16,	
	then the Policyholder shall have the right to an Extended Reporting Period .	
2.2 New		
Subsidiary	include any entity which becomes a Subsidiary during the Policy Period if such entity:	



	(i) has annual revenues below the percentage as mentioned at Item 10 of the Schedule of the total consolidated revenue of the Policyholder; (ii) undertakes same Professional Services as undertaken by the Company and covered under this Policy; (b) If the entity is excluded from coverage on account of (i) to (ii) above, then to extend coverage ,the Company must: (i) provide the Insurer with additional information as the Insurer may reasonably require; (ii) accept any notified alteration in the terms of this Policy; and (iii) pay any additional premium specified by the Insurer, before the end of the specified period.	
2.3 First Party Costs	The definition of Loss is extended to include:	
Costs	(a) Credit Monitoring Costs;	
	(b) Crisis Management Costs;	
	(c) Cyber Extortion Costs;	
	(d) Data Restoration Costs;	
	(e) Forensic Costs;	
2	(f) Legal Representation Costs	
0	(g) Privacy Notification Costs	
.0	(h) Regulatory Fines and Penalties.	
	The sub-limits for each cover above is as specified in Item 7 of the schedule	
	/	
2.4 Business Interruption Loss	The Insurer will pay the Business Interruption Loss , incurred by the Company , upto the limit mentioned in Item 8a of the Schedule.	

3 <u>Exclusions</u>:

A) Exclusions applicable to all Insuring Clauses

Insurer shall not be liable for **Loss**, based upon, arising out of, attributable to or in any manner involving:





3.1	Anti –trust	any actual or alleged unfair competition, antitrust violations, deceptive trade practices, or restraint of trade or antitrust statute, legislation, or regulation. However this exclusion shall not apply to Insuring Clause 1.3	
3.2	Bodily Injury/ Property Damage	a) any Bodily Injury other than wrongful infliction of emotional distress or mental anguish arising out of actual or alleged Multimedia Activities, Privacy Breach, Security Breach as covered under Insuring Clauses 1.1 and 1.3; or	
_		b) Property Damage other than loss or destruction of Data or the theft of Company's Computer Systems	
3.3	Insolvency	administration or receivership of the Insured	
3.4	Employers Liability	a) Any bodily injury, sickness, disease, death or emotional distress or disturbance, to any	
1		employee of the Company ;	
1		b) Responsibilities, obligations or duties imposed on	
		the Insured by laws pertaining to pension,	
		healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts.	
3.5	Contractual Liability	any assumption of liability under a contract or	
		agreement. Provided however that this exclusion will not	
		apply:	
	0	(i) with respect to the coverage provided by	
		Insuring Clause 1.1 & 1.3 e; or	
		(ii) to the extent the Insured would have been liable for such Loss in the absence of	
		such contract or agreement;	
3.6	Prior Acts	any act, error, omission, Privacy Breach or Security Breach or Multimedia Activities that occurred prior to	
0		the Prior Acts exclusion date specified at Item 11 of the	
	0	Schedule	
3.7	Criminal, Dishonest		
4	and Fraudulent Acts		
2		(i) a dishonest, malicious or fraudulent act; or	
		(i) a distriction, mailolous of fraudulott dot, of	



		(ii) a criminal breach of law or regulation,	
		if committed by the Company's:	
		(a) President, members of the Board of Directors,	
		Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, Chief Information Officer; Chief Security Officer; Chief Privacy Officer and any individual in a substantially similar position as those referenced above whether acting on their own or in collusion with others; or employees or Outsourcers acting in collusion with any of the Company's President, members of the Board of Directors, Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, Chief Information Officer; Chief Security Officer; Chief Privacy Officer and any individual in a substantially similar position as those referenced aboveThe Insurer will continue to pay on behalf of an Insured , Defence Costs under this Policy until a dishonest, criminal or fraudulent act, error or omission is found by a court, tribunal, arbitrator or Regulator to have been committed by an Insured . Following such finding the Insurer shall be entitled to repayment of any amount paid to the Insured under this Policy.	
3.8	Intellectual Property	any actual or alleged: infringement, misuse or abuse of	
		patent, trade name, trademark and trade secret. This Exclusion shall not apply to Insuring Clause 1.2	
3.9	Infrastructure	any mechanical, electrical, telecommunications or satellite failure unless under the Insured's operational control.	
3.10	Mislabelling	any actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services provided by the Insured .	
3.11	Prior Matters	any	
7	70°C	 i. pending or prior civil, administrative or regulatory proceeding, investigation as on the prior and pending litigation date specified at Item 12 of the Schedule, or alleging or derived from the same or essentially the same facts or circumstances as alleged in such pending or prior litigation; ii. fact or circumstance of which notice has been given under any previous policy iii. Matter which prior to the inception of the Policy Period, any Insured knew or reasonably ought to have known would be likely to lead to a Claim. 	
3.12	Licensing Fees	any actual or alleged obligation to make licensing fee or	
		royalty payments, including but not limited to the amount	

treatment or removal of Pollutants ; or any re order, direction or request to test, monitor, cl		or timeliness of such payments any actual, alleged or likely discharge, emission, release, treatment or removal of Pollutants ; or any regulation, order, direction or request to test, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants .
3.14 Trading Losses any trading loss or trading debt incurred by Insured		any trading loss or trading debt incurred by Insured
3.15	any war, invasion, acts of foreign enemies, terrorism riots, rebellion.	
	47.	However, this exclusion shall not apply to actual, alleged or threatened Cyberterrorism .

B) Exclusions applicable to Extension 2.4 only

	iscation or destruction of a Computer r of any government entity or public
cat Th the cor (ii) und (iii) the	y network or systems interruption used by loss of communications with a ird Party computer system, resulting in a inability of the Company to mmunicate with those systems; favorable business conditions; or a removal of software program errors or nerabilities.

C) Exclusions applicable to Extension 2.3(c) only

3.18	Government Entity or Public Authority	This Extension shall not cover any Cyber Extortion Costs arising out of, based upon or attributable to any Cyber Extortion Threat made by any government entity or public authority or an Insured
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4 <u>Definitions</u>:

4.1 Dama	Bodily Injury /Property age	b. c	oodily injury- sickness, disease, death or emotional distress or disturbance; lamage to, destruction, impairment or loss of use of any tangible property.
4.2	Breach Notice Law	means the laws and regulations for data protection and privacy in any country that requires notice to be given for an actual or potential breach of laws and regulation relating to Personal	



		Information.
4.3	Business Interruption Loss	means the reduction in net profit that but for a Material Interruption , the Company would have earned (and which is attributable to a loss of revenue) in the period from the expiration of the Waiting Period until service is restored (but in any event no later than 120 days after the commencement of the Material Interruption) before payment of income taxes and after accounting for savings and reasonable mitigation.
4.4	Claim	means (a) Any written demand for monetary or non-monetary relief; or (b) Any civil, administrative or regulatory proceeding;
4.5	Client	any Third Party to whom the Company provides services and/or goods pursuant to a written contract.
4.6	Company	means the Policyholder and/ or any Subsidiary
4.7	Computer System	means computer hardware, software, firmware, its related components operated by the Company or Consultant in the provision of Professional Services
4.8	Consultant	means any natural person or entity who has a written contract with the Company to perform professional services.
4.9	Control Group	means the natural persons holding the following positions in the Company – President, members of the Board of Directors, Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, Chief Information Officer; Chief Security Officer; Chief Privacy Officer and any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such natural person
4.10	Corporate Information	 means: a) Confidential information owned by a Client which is in the care, control or custody of a Company in the ordinary course of business; or b) Information provided by a Client to the Company which is in the Company agrees in writing to treat as confidential.
4.11	Costs	means c) Credit Monitoring Costs; and/or d) Crisis Management Costs; and/or e) Cyber Extortion Costs; and/or f) Data Restoration Costs; and/or g) Defense Costs; and/or



		h) Forencie Coeta, and/ar		
		h) Forensic Costs; and/ori) Legal Representation Costs		
		j) Privacy Notification Costs.		
4.12	Credit	means reasonable fees, costs and expenses incurred, with the		
	Monitoring	prior written consent of the Insurer , in respect of credit		
	Costs	monitoring services for 12 months to affected individuals		
		following an actual or suspected Privacy Breach .		
4.13	Crisis	means reasonable fees, costs and expenses paid or incurred,		
	Management	with the prior written consent of the Insurer, in respect of a		
	Costs	public relations consultant to avert or mitigate material damage		
		to the Insured's reputation or goodwill arising from a Crisis		
		Management Event.		
		managomont 2 tont.		
4.14	Crisis	means the actual or threatened public communication or		
	Management	reporting in any media which arises directly out of a Privacy		
	Event	Breach or Security Breach.		
4.15	Cyber	means reasonable fees, costs and expenses paid, with the prior		
7.13	Extortion	written consent of the Insurer , to security consultants retained		
	Costs	by the Company and cash, marketable goods or services paid		
)		by the Company to prevent or end a Cyber Extortion Threat		
4.16	Cyber	means a credible threat or series of related threats directed at		
dia	Extortion	the Insured to corrupt, damage, destruction, or introduce a		
	Threat	Malicious Code, or a denial of service attack to Computer		
		System		
4.17	Cyber	means disruptive activities against any Computer System, with		
	Terrorism	the explicit threat of causing harm, furthering social, ideological,		
		religious, political, or similar objectives, or intimidating any		
		person(s) in furtherance of such objectives.		
4.18	Damages	means		
		(a) Any monetary compensation the Insured is legally		
		obligated to pay pursuant to an award or judgment		
	\sim .	entered against the Insured ;or		
		(b) Settlements negotiated by Insured and consented to by the Insurer		
		The term Damages shall not include or mean:		
	0	(i) future profits, restitution, disgorgement of unjust		
	.0			
5		enrichment or profits by an Insured , or the costs		
		of complying with orders granting injunctive or		
	50	equitable relief;		
	0	(ii) return or offset of fees		
	5	(iii) Aggravated or multiple damages , taxes or loss of		
~		tax benefits, sanctions;		
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100		TO THE OF THE PROPERTY OF THE		
3		(iv) fines, penalties except as covered under Insuring Clause 1.1 up to the sub-limit specified at Item 7c		



		 (v) punitive or exemplary damages, unless insurable by law under the law under which this Policy is construed;
		(vi) discounts, coupons, prizes, awards or other incentives offered to the Company's customers
		or clients; (vii) liquidated damages to the extent that such
	/5	damages exceed the amount for which the Insured would have been liable in the absence of such liquidated damages agreement (viii) matters deemed uninsurable under law.
4.19	Data	means any software or electronic data that exists in Computer System and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information.
4.20	Data Restoration Costs	means reasonable fess, costs and expenses incurred, with the prior written consent of the Insurer , to: (a) determine whether Data held by the Company on behalf of a Third Party can or cannot be restored, recollected, or recreated; and/ or
6		(b) recreate or recollect Data held by the Company on behalf of a Third Party
		following a Security Breach
4.21	Defence Costs	means reasonable fees, costs and expenses incurred with the prior written consent of the Insurer (including court fees, premiums for any surety, appeal bond, attachment bond, personal bond or similar bond for any civil proceeding) resulting solely and exclusively from the investigation, adjustment, defence or appeal of a Claim against any Insured ,
	7000	Defence Costs does not include any salary, overhead, or other charges incurred by the Company for any time spent in cooperating in the defence and investigation of any Claim or circumstance which might lead to a Claim notified under this Policy
4.22	Extended	means the period, mentioned in Item 5 of the Schedule,
	Reporting Period	following expiry of Policy Period , during which written notice of
2	~	any Claim/Circumstance first made against the Insured during
4.00	Famous!-	the Policy Period may be given to the Insurer.
4.23	Forensic Costs	means reasonable fees, costs and expenses incurred by the Insured with the prior written consent of the Insurer to hire a
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		computer security expert to determine the existence and cause	
		of a Security Breach or a Privacy Breach;	
4.24	Insured	means	
		(a) Company	
		(b) Any natural person who was, is, or becomes during the	
		Policy Period director, partner, or employee of any	
		Company	
		Insured shall also include spouse, estate, heirs, executors or	
		legal representatives of the parties mentioned in (b) above in	
	(/ / ;	the event of their death, incapacity, insolvency or bankruptcy,	
		but only to the extent (b) would have been covered.	
		Insured shall also include Consultants , but only to the extent	
		that the Company has a contractual duty to indemnify the	
		Consultant.	
4.25	Insurer	means ICICI Lombard General Insurance Company Ltd.	
4.26	Legal	means reasonable fees, costs and expenses incurred by the	
-	Representati	Insured with the prior written consent of the Insurer to obtain	
	on Costs	legal advice and representation associated with a Regulatory	
		//	
)		Investigation.	
4.27	Limit of	means the amount specified in Item 6 of the Schedule	
	Liability		
4.28	Loss	means any:	
		(a) Damaga	
1	X \	(a) Damages	
		(b) Defence Costs	
	.0	Loss also includes Business Interruption Loss .	
		.(7)	
		Loss does not mean any salaries, wages, personal expenses,	
		benefits or overhead expenses of any Insured	
-			
4.29	Malicious	means any software used to erase, corrupt or damage data or	
	Code	network system or gain access to Computer Systems or	
	0	harmful software code, including but not limited to computer	
	. 0	viruses, Trojan horses, keystroke loggers, spyware, adware,	
P		worms and logic bombs.	
4.30	Material	means any interruption in, or suspension of, the service provided	
	Interruption	by the Computer System directly caused by a Security	
	0,	Breach.	
4.31	Multimedia	means the publication or broadcast of any digital media content,	
	Activities	other than computer software or the actual goods, products or	
10		services described, illustrated or displayed.	
7			
4.32	Personal	means any private information concerning a natural person	
	Information	which is in the care, custody and control of the Company .	



Γ					
			Personal Information does not include publicly available		
			information that is lawfully made available to the general public		
			from any source including government records.		
4.29 Policyholder		Daliauhaldar	means the entity specified at Item 1 of the Schedule.		
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ŀ	4.30	Policy Period	means the period of time specified at Item 4 of the Schedule.		
	4.31	Pollutants	means waste matter and energy that contaminates the		
ŀ	4 20	Duive ev	environment (water, air, soil, etc.) with noxious substances.		
	4.32	Privacy	means		
		Breach	a) an accidental or negligent disclosure of Personal		
		(/ /)	Information; or		
			b) Breach of any federal, state or foreign statute or regulation		
			requiring the Insured to protect the confidentiality and/or		
			security of Personal Information.		
-	4 22	Barrer	magne reconcile face, costs and expenses incurred by the		
	4.33		means reasonable fees, costs and expenses incurred by the		
	. \	Notification	Insured , with the prior written consent of the Insurer , towards		
		Costs	their legal obligation to comply with a Breach Notice Law to		
			provide notification to individuals who are required to be notified		
	4.34	Professional	means the services as specified in Item 3 of the Schedule		
ļ		Services			
ø	4.35	Regulatory	Means any lawfully insurable fines and penalties payable by the		
		Fines	Insured , which are adjudicated by a regulatory body for breach		
			of any law which relates to the regulation and enforcement of		
			data protection and privacy.		
		Y .	and procession and process		
	4.36	Regulatory	means any formal or official action, investigation, inquiry or audit		
		Investigation	by an official regulator against an Insured , which		
			,		
		. ~ 0	1) arises out of the use or alleged misuse		
			of Personal Information or		
			2) Involves any actual or alleged breach of		
		1 .	breach notice law		
		J" >	breach house law		
		~ ~	but shall not include any industry-wide, non-firm specific, inquiry		
		, 0	or action.		
7	~~	/ (0)	of action.		
	4.37	Retention	means the applicable retention for each Insuring Agreement as		
			specified in at Item 9 of the Schedule.		
		20	openied in action of the defication		
Ī	4.38	Security	means		
		Breach			
	7		a) The negligent or inadvertent transmission of Malicious		
	11	,	Code		
	-		b) a failure to secure Computer System which results in		
) '		Unauthorized access to or Unauthorized use		
L			5.14441511254 455555 to 51 61144411611264 455		



	which causes the destruction, modification, corruption, damage or deletion of Data stored on Company's Computer System		
	Security Breach includes		
	 i. any such failure or intrusion resulting from the theft of a password or network access code from Company's premises, Computer System, or director or officer, or employee of a Company by non-electronic means in direct violation of a Company's specific written security policies or procedures. 		
	ii. The disclosure of data due to the physical theft or loss of hardware owned or controlled by the Company		
	iii. The disclosure of data by an Employee.		
4.39 Subsidiary	means any entity in which on or before the commencement of this Policy the Policyholder either directly or indirectly through one or more other entities: (a) controls the composition of the board of directors; or (b) holds more than half of the issued share capital; or (c) controls more than half of the voting power.		
Z.	For the purpose of this Policy Subsidiary shall also include any incorporated entity or partnership, but only to the extent of the Company's financial interest in that entity. For any Subsidiary or Insured thereof, cover under this Policy shall only apply while such entity is a subsidiary of the Policyholder		
4.40 Third Party	means any entity or natural person; except the following (a) any Insured; or (b) any entity which the Company manages or operates (c) Any entity or natural person having more than 15% stake in the Company (d) Consultant		
4.41 Unauthorized Disclosure	means disclosure that is not authorized by the Insured and is without knowledge or consent of the Control Group .		
8	Unauthorized Disclosure includes any accidental or negligent disclosure.		
4.42 Waiting Period	means the number of hours set forth in Item 8b of the Schedule that must elapse once a Material Interruption has begun before a Business Interruption Loss can begin to be incurred.		



5 Limit of Liability and Retentions:

The **Insurer**'s maximum aggregate liability under the Policy during the **Policy Period** (or **Extended Reporting Period**, if applicable) is limited to the **Limit of Liability**, unless expressly specified to the contrary in the Policy. The sub-limit for any cover or Extension is a part of and not in addition to the **Limit of Liability**.

The **Insurer** will only pay for any amount of **Loss** which is in excess of **Retention**. The **Company** will be liable for the **Retention** which will remain uninsured. A single **Retention** shall apply to all **Loss** arising out of, based upon or attributable to continuous, repeated or related **Claim/Loss**.

6 General Conditions:

6.1 Claim Reporting	(a)	The Insured shall give written notice to the Insurer of:
Keporting	5	 (i) any circumstances that may reasonably be expected to give rise to a Claim; (ii) any Claim made against the Insured, as soon as practicable and in any case during the Policy Period (or Extended Reporting Period if applicable).
Y	(b)	Written notice shall be given to the Insurer at the address specified in the Schedule as soon as reasonably practicable and shall include (but is not limited to):
75,0		 (i) the reasons for anticipating a Claim (or circumstances); (ii) the Insurer's Claim form duly completed; (iii) All other information or documentation relevant to the Claim/circumstance.
7.00	(c)	The Insured shall give written notice to the Insurer with respect to Privacy Breach, Security Breach, Crisis management Event, Cyber Extortion Threat, and share the following details
		 (i) the nature and circumstances of the facts relating to an alleged, supposed or potential breach; (ii) date, time and place of the alleged, supposed or potential breach;
3		 (iii) the identity of the potential claimants and all other potentially involved persons and/or entities; (iv) estimate of possible loss;
	1	(11) Commerce of populate 1000,



	OL :	(v) the potential media or regulatory consequences.
6.2	Claim	All Claims and/or circumstance or series of Claims and/ or
	Series	circumstances based upon, arising out of, or in any manner
		involving the same act, error, omission, Security Breach, Privacy
		Breach whether or not committed by more than one Insured,
		shall be deemed to be one Claim for the purposes of this Policy,
		and such Claim shall be deemed to be first made on the date the
	4	earliest of such Claims/circumstance is first made against an
		Insured . It is agreed and understood that notwithstanding the
		provisions of this clause, each such Claim/circumstance shall be
		notified to the Insurer in accordance with Clause 6.1 and shall
		specify in writing the reasons for which the Claims/circumstances
		arise from the same act, error, omission, Security Breach and/or
0.0		Privacy Breach.
6.3	Defence,	The Insurer shall be entitled to fully participate in the defence and
	Settlement	at the negotiation stage of any settlement that is reasonably likely
	and Co-	to involve or appears to involve the Insurer . However, the right
	operation	and duty to defend and contest a Claim shall lie solely with the Insured .
		insured.
		As a condition precedent to liability under the Policy, the Insured
-		at its own costs hall provide the Insurer with all documents,
		information, assistance and cooperation that the Insurer may
		request and require towards investigation, defence, settlement or
400		appeal of a Claim or circumstance. Each Insured shall also take
		reasonable steps to mitigate the Loss .
		rodochable stops to magate the 2000 .
6.4	Consent	The Insured shall not admit or assume any liability, enter into any
		settlement agreement, make any settlement offer, stipulate to any
		judgment, or incur any costs without the prior written consent of
	()	the Insurer . Only those settlements, stipulated judgments and
		costs which have been consented to by the Insurer and arising
		from Claim s defended in accordance with this Policy shall be
		recoverable as Loss under the terms of this Policy. However, the
	\sim	Insurer's consent shall not be unreasonably withheld.
) · · · · ·	If any Insured settles any Claim including any anticipated or
		related Claim without the prior written consent of the Insurer,
-	_0	then this Policy shall not cover that Claim including any
5	1,0	anticipated or related Claim.
	~	
	0~	If the Insured refuses to consent to a settlement or compromise
	20	recommended by the Insurer and elects to contest or continue to
-	>>>	contest a Claim, the Insurer's liability shall not exceed the
~		amount for which the Insurer could have settled such Claim plus
	,	costs incurred as of the date such settlement was proposed in
7,		writing by the Insurer .
6.5	Allocation	If a Claim involves both covered and uncovered matters or
0.5	AIIUUaliUII	in a Ciann involves point covered and uncovered matters of



6.6	_Payment of Costs	persons or entities under this Policy, then the Insured and the Insurer shall use reasonable efforts to determine a just and equitable allocation of Loss covered under this Policy. The Insurer will pay all covered Costs in excess of the Retention , covered by this Policy promptly after sufficiently
		In the event that the Insurer advances any costs and it is finally established that the Insurer has no liability for all or any portion of these costs hereunder, the Insured , shall repay to the Insurer , all monies advanced and so determined to be reimbursable. The Crisis Management Costs can only be incurred from the
		date of notification to the Insurer in accordance with clause 6.1 to the date falling 185 days after such notification. With the exception of Credit Monitoring Costs , Insurer will pay only those Costs which are incurred and reported to the Insurer during the Policy Period (or Extended Reporting Period)
<u>6.7</u>	_Other Insurance	If other valid insurance with any other Insurer is already available to the Insured covering a Loss also covered by this Policy, this Policy shall apply in excess of such other insurance and shall not contribute with such other insurance.
6.8	_Subrogati on	The Insured shall do everything necessary for the purpose of enforcing any rights, remedies, obtaining relief or indemnity from other parties to which the Insurer is become entitled upon the Insurer paying for any Loss under this Policy, whether before or after indemnification.
	,	The Insured shall not do or cause to be done anything that may prejudice the Insurer 's right of subrogation.
	400	Subrogation against employees (including directors, officers, partners or principals) of the Company shall be limited to cases where such employees have been found guilty of an intentional, fraudulent or criminal act by any court or government entity
2	50	The Insured agrees that any recoveries made shall first be applied in making good any sums paid out by or on behalf of the Insurer for a Loss and the costs of recovery.
6.9	_No Higher Limits Purchased	It is warranted that during the Policy Period of this Policy, the Policyholder shall not purchase any liability insurance policy, in excess of the Limit of Liability stated in Item 6 of the schedule of



	Warranty	policy may be purchased. The amend any terms and condit	ers have agreed that such liability ne Insurer expressly have the right to ions of this policy, as a condition of surance policy may be purchased.	
6.10	_Bankruptc y	The bankruptcy, winding-up, receivership or insolvency of any Company shall not relieve the Insurer of its obligations nor deprive any Insured of their rights under this Policy.		
6.11	_Authorisat	The Policyholder is authoris	sed to act as representative on behalf	
	ion	of all the other Insureds with affecting this Policy	h respect to all matters relating to or	
6.12	_Governing		and differences arising thereunder	
	Law		overned by and construed in all	
6.13	_Assignme nt	Assignment of interest under unless its consent is specific	r this Policy shall not bind the Insurer cally provided for.	
6.14	Observan ce of Terms and Condition s	The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured , shall be a condition precedent to any liability on the Insurer's part to make any payment under this Policy.		
6.15	_No Constructi ve Notice	Any of the circumstances in relation to these conditions coming to the knowledge of any of the Insurer's official shall not be the notice to or be held to bind or prejudicially affect the Insurer notwithstanding subsequent acceptance of any additional premium.		
6.16	_Cancellati on	The Policyholder may cancel the Policy by giving 15 days notice in writing to the Insurer and the Insurer shall refund premium for the unexpired Policy Period at the short period scales specified below. The Insurer may cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving 30 days notice in writing to the Insured and the Insurer shall refund a pro-rata premium for the unexpired Policy Period . The Insured will not get any cancellation refund in case there is a Loss /circumstance reported under the Policy.		
Sul	5	Days insurance in force 1 to 90 91-180 181-270 Above 270	Percent of the annual premium retained by Insurer 35% 65% 80% 100%	



6.17 Arbitration Clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

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

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

6.18 Title & Headings

The titles and headings used in this Policy, including any Endorsements, are for the purposes of reference only and shall not otherwise affect the meaning of this Policy. Singular includes the plural, and vice versa. Words in **bold** typeface(except headings) have special meaning and are defined In Section 4.

6.19 Grievance Redressal

In case the **Insured** is aggrieved in any way, the **Insured** should call the **Insurers** at toll free number: 1800 2666 or email the **Insurer** at customersupport@icicilombard.com.

If the **Insured** is not satisfied with the resolution, then the **Insured** may subsequently write to the manager- service quality, corporate manager- service quality, national manager- operations & finally director-services and business development at the following address:

Grievance Redressal Officer
ICICI Lombard General Insurance Company
Limited

ICICI Lombard House 414, Veer Savarkar Marg Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

In case the Insured's complaint is not fully addressed by the Insurer, Insurer may use the Integrated Greivance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS, Insured can register the complaint online and track its status. For registration please visit IRDAI website www.irdaindia.org. If the issue still remains unresolved, the



		1 oucy 110.4030/217330743/00/000				
	Insured may, subject to vested j	urisdiction, approach Insurance				
	Ombudsman for the redressal of the grievance.					
	The details of Insurance Ombudsn					
	Office of the Insurance	Office of the Insurance				
	Ombudsman,	Ombudsman,				
	2nd Floor, Ambica House,	2 nd Floor, Janak Vihar				
	Ashram Rd,	Complex, 6, Malviya Nagar,				
4	AHMEDABAD-380 014.	BHOPAL-462 003.				
	Tel.:- 079-27545441/27546840	Tel.:- 0755-2769201/9202				
$ \overline{} $	Fax : 079-27546142	Fax : 0755-2769203				
	Email:	Email:				
//	<u>bimalokpal.ahmedabad@gbic.c</u>	bimalokpal.bhopal@gbic.co.i				
	<u>o.in</u>	<u>n</u>				
	Office of the Insurance	Office of the Insurance				
	Ombudsman,	Ombudsman,				
- 4	62, Forest Park,	SCO No.101-103,2nd Floor,				
	BHUBANESHWAR-751 009.	Batra Building, Sector 17-D,				
- 4	Tel.:- 0674-2596455/2596003	CHANDIGARH-160 017.				
	Fax : 0674-2596429	Tel.:- 0172-2706468/2772101				
	Email:	Fax : 0172-2708274				
	bimalokpal.bhubaneswar@gbic	Email:				
	.co.in	bimalokpal.chandigarh@gbic.				
		<u>co.in</u>				
	Office of the Insurance	Office of the Insurance				
	Ombudsman,	Ombudsman,				
4	Fathima Akhtar Court, 4th	2/2 A, Universal Insurance				
	Floor, 453 (old 312),	Bldg.,Asaf Ali Road,				
	Anna Salai, Teynampet,	NEW DELHI-110 002.				
	CHENNAI-600 018.	Tel.:- 011-				
	Tel.:- 044-24333668 /24335284	23234057/23232037 Fax:				
()	Fax : 044-24333664	011-23230858				
	Email:	Email:				
	bimalokpal.chennai@gbic.co.in	<u>bimalokpal.delhi@gbic.co.in</u>				
	Office of the Insurance	Office of the Insurance				
	Ombudsman,	Ombudsman,				
-	"Jeevan Nivesh", 5 th Floor, S.S.	6-2-46, 1 st Floor, Moin Court,				
- 2	Road,	A.C. Guards,				
	GUWAHATI-781 001 .	Lakdi-Ka-Pool,				
\sim	Tel.:- 0361-2132204/5 Fax :	HYDERABAD-500 004.				
\circ	0361-2732937	Tel : 040-				
	Email:	65504123/23312122 Fax:				
	bimalokpal.guwahati@gbic.co.i	040-23376599				
	n	Email:				
		bimalokpal.hyderabad@gbic.				
		<u>co.in</u>				
	Office of the Insurance	Office of the Insurance				
	Ombudsman,	Ombudsman,				
	2nd Floor, CC 27/2603, Pulinat	Hindustan Building. Annexe,				
	Bldg., M.G. Road,	4 th Floor, C.R.Avenue,				



ERNAKULAM-682 015. KOLKATA - 700072	
Tel : 0484-2358759/2359338 Tel No: 033-	
Fax: 0484-2359336 22124339/22124346 F	Fax:
Email: 22124341	
bimalokpal.ernakulam@gbic.co Email:	0.
in <u>bimalokpal.kolkata@gl</u>	bic.co.i
<u>n</u>	
Office of the Insurance Office of the Insurance)
Ombudsman, Ombudsman,	7
Jeevan Bhawan, Phase-2, 3rd Floor, Jeevan Seva	a
6 th Floor, Nawal Kishore Annexe,S.V. Road,	
Road,Hazaratganj, Santacruz(W),	
LUCKNOW-226 001. MUMBAI-400 054.	
Tel: 0522 -2231331/2231330 Tel: 022-	
Fax: 0522-2231310 26106960/26106552	Fax :
Email: 022-26106052	
bimalokpal.lucknow@gbic.co.in Email:	
bimalokpal.mumbai@c	gbic.co.
in	
Office of the Insurance Office of the Insurance	•
Ombudsman, Ombudsman,	
Ground Floor, Jeevan Nidhi II, 3 rd Floor, Jeevan Darsl	han,
Bhawani Singh Road, N.C. Kelkar Road,	,
JAIPUR – 302005. Narayanpet	
Tel: 0141-2740363 PUNÉ – 411030.	
Email: Tel: 020-32341320	
bimalokpal.jaipur@gbic.co.in Email:	
Bimalokpal.pune@gbio	c.co.in
Office of the Insurance Office of the Insurance	
Ombudsman, Ombudsman,	
24 th Main Road, Jeevan 4 th Floor, Bhagwan Sal	hai
Soudha Bldg., Palace,	
JP Nagar, 1 st Phase, Ground Main Road, Naya Bans	s,
Floor Sector-15,	•
BENGALURU – 560025 NOIDA – 201301.	
Tel No: 080- Tel: 0120-2514250/51/	/53
26652049/26652048 Email:	
Email: <u>bimalokpal.noida@gbi</u>	c.co.in
bimalokpal.bengaluru@gbic.co.	



		Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006 Tel No: 0612-2680952 Email id: bimalokpal.patna@gbic.co.in.	71.00°
_^		The updated details of Insurance IRDA website: www.irdaindia.org Insurance Council: www.generalin website www.icicilombard.com of Insurer's offices.	g, on the website of General surancecouncil.org.in, Insurer's or can be obtained from any of
6.20	_Maintenan	The Insured will take all reasonable	
	ce of	information security procedures to	no lesser standard than
	Security	disclosed in the proposal form.	
		The Insured will ensure that back- maintained to no lesser standard t form and that the ability to restore least every six (6) months).	han disclosed in the proposal
6.21	Sanctions	The Insurer shall not be deemed to	
	Clause	or be liable to pay any claim under	
		provision of such cover or paymen	
\		the Insurer to any sanction, prohibing Nations resolutions or the trade or	
		regulations of the European Union	
		States of America.	i, ormed ranguom or ormed
	. ~ ~	1	



Endorsement 1 - REWARD EXPENSES ENDORSEMENT

It is hereby understood and agreed that the Definition of **Costs** is extended to include **Reward Expenses**.

For the purpose of this endorsement, the following definitions are added to the policy. **Informant** means any natural person providing information solely in return for monetary payment paid or promised by the **Company**.

Reward Expenses means the reasonable amount paid by the Company with the prior consent of the Insurer, to an Informant for information not otherwise available which leads to the arrest and conviction of persons responsible for a Security Breach, Privacy Breach or Cyber Extortion Threat.

The sub-limit applicable to this endorsement shall be INR 10,000,000 which amount shall be part of and not in addition to the aggregate **Limit of Liability**.

All other terms, exclusions and conditions of this Policy shall remain unaltered.



Endorsement 2 - EMPLOYEE COVERAGE ENDORSEMENT

It is hereby understood and agreed that the preamble of Section 1 Insuring Clauses is deleted and replaced with the following

The following insurance covers are solely for **Claims** which are first made against the **Insured**, by a **Third Party** or an employee of the **Company**, during the **Policy Period** (or the **Extended Reporting Period**, if applicable) and reported to the **Insurer** as required under this Policy

All other terms, conditions and exclusions of this policy remain unaltered.



Endorsement 3 - Non-Cancellation Endorsement

It is hereby understood and agreed that clause 6.16 Cancellation is deleted in its entirety and replaced with the following:

, ,	The state of the s	1.0 D.C. 1.11 45 1. C. 1				
Cancellation		el the Policy by giving 15 days notice in				
	writing to the Insurer and the Insurer shall refund premium for the					
		e short period scales specified below.				
	•					
	Days insurance in force	Percent of the annual premium retained				
		by Insurer				
	1 to 90	35%				
4/.	91-180	65%				
	91-100	0370				
		2004				
	181-270	80%				
	Above 270	100%				
	100.					
	The Insurer may not cancel the Policy.					
	The Policyholder will not get any cancellation refund in case there is a					
	Claim/circumstance reported under the Policy.					
	Claim/orcumstance reported under the Folicy.					

All other terms and conditions remain unchanged.



Endorsement 4 - CONTROL GROUP ENDORSMENT

- (a) The **Insured** shall give written notice to the **Insurer** of:
 - i. any circumstances that may reasonably be expected to give rise to a **Claim**:
 - ii. any Claim made against the Insured, during the Policy Period (or Extended Reporting Period if applicable).
- (b) Written notice shall be given to the **Insurer** at the address specified in the Schedule as soon as reasonably practicable and shall include (but is not limited to):
 - i. the reasons for anticipating a **Claim** (or circumstances);
 - ii. the **Insurer's** Claim form duly completed;
 - iii. All other information or documentation relevant to the **Claim**/circumstance.
- (c) The Insured shall give written notice to the Insurer when the Control Group first become aware of a Privacy Breach , Security Breach, Crisis management Event , Cyber Extortion Threat , and share the following details
 - i. the nature and circumstances of the facts relating to an alleged, supposed or potential breach; alleged, supposed or potential breach;
 - ii. date, time and place of the alleged, supposed or potential breach;
 - iii. the identity of the potential claimants and all other potentially involved persons and/or entities;
 - iv. estimate of possible loss;
 - v. the potential media or regulatory consequences.

All other terms, conditions and exclusions of this policy remain unaltered



Endorsement 5 – Psychological Support Expenses

It is hereby understood and agreed that the policy is extended to cover **Psychological Support Expenses**.

The **Insurer** shall pay the **Psychological Support Expenses** sub limited to INR 150,000,000 to each **Insured Person**, and in the aggregate; incurred during the **Policy period**.

This sub-limit shall be a part of and not in addition to the aggregate **Limit of Liability**. The term "**Psychological Support Expenses**" shall mean any reasonable and necessary fees, costs and expenses incurred by a **Insured Person**, with the **Insurer**'s prior written consent, for psychologist services, in connection with a covered **Claim**

All other terms, exclusions and conditions of this Policy shall remain unaltered



Endorsement 6 - EMERGENCY COSTS ENDORSEMENT

It is hereby understood and agreed that notwithstanding clause 6.4 Consent, if during the first 48 hours of a **Security Breach**, the **Insured** incurs **Costs**, without the prior consent of the **Insurer**, then the **Insurer** will indemnify the **Company** for such **Costs**, provided the Security Breach is deemed an emergency by the **Control Group**. The sub-limit applicable to this endorsement shall be INR 10,000,000 which amount shall be part of and not in addition to the aggregate **Limit of Liability**.

All other terms, exclusions and conditions of this Policy shall remain unaltered.



Endorsement 7 - Pro-Active Forensic costs

It is hereby understood and agreed that Definition – 2.3 is deleted in its entirety and replaced with the following.

2.3 First Party Costs	The definition of Loss is extended to include:		
	(a)	Credit Monitoring Costs;	
	(b)	Crisis Management Costs;	
	(c)	Cyber Extortion Costs;	
	(d)	Data Restoration Costs;	
(), ((e)	Forensic Costs;	
	(f)	Legal Representation Costs	
	(g)	Privacy Notification Costs	
	(h)	Regulatory Fines and Penalties.	
	(i)	Pro-active Forensic Costs	
7		*6	

For the purpose of this endorsement, Pro-active Forensic Costs means

Pro-active Forensic	means reasonable fees, costs and expenses incurred by the
Costs	Insured with the prior written consent of the Insurer to hire a
	computer security expert to determine whether Security Breach
	or Privacy Breach is occurring and how this may be prevented

The sub-limits for **Pro-active Forensic Costs** is INR 20,000,000 which shall be part of and not in addition to the aggregate **Limit of Liability** mentioned in Item 6 of the Schedule. The policy **Retention** will apply to this endorsement.

All other coverage, terms, conditions and exclusions shall remain unchanged



Endorsement 8 – FRAUDULENT FUND TRANSFER ENDORSEMENT

It is hereby understood and agreed that the **Insurer** will pay to the **Company** any **Fund Transfer Loss** sustained as a direct result of a **Fund Transfer Fraud** during the **Policy Period**.

For the purposes of this endorsement the following definitions have been added:

Fund Transfer Fraud	Means any targeted intrusion by a Third Party into the	
	Company's Computer System which results in fraudulent	
	authenticated electronic instructions being transmitted or received	
	by the Company to debit, transfer, pay or deliver funds.	
Fund Transfer Loss	means the direct financial loss resulting from theft of Company's	
	Funds which have been wrongfully or erroneously paid by the	
	Company.	
	Fund Transfer Loss does not include any indirect or consequential	
	loss.	

The Insurer will not be liable for any loss arising out of, based upon, or attributable to any person or **Third Party** who had authorized access to the **Company's Computer System**, unless such person or Third Party obtained unauthorized access beyond the level for which that person or **Third Party** was authorized.

The sub-limit applicable to this endorsement shall be INR 10,000,000 which amount shall be part of and not in addition to the aggregate **Limit of Liability**.

All other terms, conditions and exclusions of this policy remain unaltered.



Endorsement 9 – E-Communication loss

It is hereby understood and agreed that the **Insurer** will reimburse the **Company** for **any e-Communication Loss** sustained during the **Policy Period**

For the purposes of this endorsement the following definitions has been added:

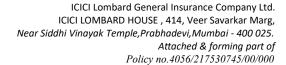
E-Communication Loss	Means any direct financial loss resulting from a Customer , automated clearing house, custodian or financial institution having transferred, paid or delivered funds or having established any credit, debited any account or placed any value on the faith of any fraudulent Communication purporting to have come from an Insured but which were either not sent by the Insured or were fraudulently modified during electronic communication and for which loss the Company is legally liable.		
	E-Communication Loss does not include indirect or consequential losses.		
Communication	Means an electronic record or message created, generated, sent, communicated or received or stored by electronic means that is capable of retention by a Third party at the time of receipt but not limited to e-mail or fax, and that was transmitted or replicated or purported to have been transmitted through Company's computer system .		
Customer	Means any natural person who: (i) is applying for, or requesting, Company's products or services (ii) has applied for, or has requested, Company's products or services; or (iii)is using or has used, Company's products or services		

For the purposes of this endorsement the following exclusions are added: The company shall not be liable because of any **E-Communication Loss**:

- (i) Resulting directly or indirectly from written instruction or advice, other than a fax or e-mail or telegraphic or cable instruction or advice by voice over the telephone
- (ii) Resulting directly or indirectly from forged, altered or fraudulent negotiable instruments, securities, documents or written instruments used as source documentation in the preparation of data
- (iii)Resulting to negotiable instruments, securities, documents or written instruments except as converted as data and then only in that converted form

This extension is sub-limited to INR 10,000,000 which amount is a part of and not in addition to the **Limit of Liability** mentioned in Item 6 of the Schedule. The policy **Retention** will apply to this endorsement.

All other terms, exclusions and conditions of this Policy shall remain unaltered.





Endorsement 10 - PCI-DSS LOSS ENDORSEMENT

It is hereby understood and agreed that the **Insurer** will pay to the **Company** any **PCI-DSS Loss**.

PCI-DSS Loss	means any written demand received by an Insured from a Card Association or Acquiring Bank for a monetary assessment of a fine or penalty due to an Insured's non-compliance with PCI Data Security Standards resulting from a Privacy Breach .			
Acquiring Bank	means any bank which processes a merchant's Credit Card transactions and credit those transactions to a merchant's account. means credit cards, debit cards, stored value cards and prefunded cards			
Credit Card				
Card Association	means MasterCard, VISA, Discover, American Express, or JCB.			
PCI-Data Security Standards (PCI- DSS)	means generally accepted and published Payment Card Industry standards for data security, including but not limited to: (i) Install and maintain a firewall configuration to protect cardholder data; (ii) Do not use vendor-supplied defaults for system passwords and other security parameters; (iii) Protect stored cardholder data; (iv) Encrypt transmission of cardholder data across open, public networks; (v) Use and regularly update anti-virus software; (vi) Develop and maintain secure systems and applications; (vii) Restrict access to cardholder data by business need-to-know; (viii) Assign a unique ID to each person with computer access; (ix) Restrict physical access to cardholder data; (x) Track and monitor all access to network resources and cardholder data; (xi) Regularly test security systems and processes; and (xii) Maintain a policy that addresses information security.			

Exclusion 3.5 is deleted and replaced with the below

Contractual Liability	any assump	otion of	liability	under	a contract	or
5	agreement. not apply:	Provided	however	that this	exclusion	will



(iii)	with respect to the coverage provided by Insuring Clause 1.1 & 1.3 e; or
(iv)	to the extent the Insured would have been liable for such Loss in the absence of such contract or agreement;
(v)	to any PCI-DSS Loss

The sub-limit applicable to this endorsement shall be INR 15,000,000 which amount shall be part of and not in addition to the aggregate Limit of Liability.

All other terms, conditions and exclusions of this policy remain unaltered.



Endorsement 20 - Specific Matter Endorsement - Maintenance of Security

It is hereby understood and agreed that Clause - 6.20 Maintenance of Security is deleted in its entirety and replaced with the following.

The **Insured** will take all reasonable steps to maintain data and information security procedures to no lesser standard than disclosed in the proposal form.

The **Insured** will ensure that back-up systems and processes are maintained to no lesser standard than disclosed in the proposal form and that the ability to restore such data is regularly tested.

All other terms, exclusions and conditions of this Policy shall remain unaltered.

ICICI Lombard General Insurance Company Limited

IRDA Reg. No. 115 CIN: L67200MH2000PLC129408

Mailing Address: Registered Office: Toll free No. : 1800 2666

401 & 402, 4th Floor, Interface 11, ICICI Lombard House, 414, Veer Savarkar Marg, Alternate No.: +919223622666 (chargeable)

New Linking Road, Malad (West), Near Siddhi Vinayak Temple, Prabhadevi, Email: customersupport@icicilombard.com

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