



NATIONAL INSURANCE COMPANY LIMITED BRANCH OFFICE,  
Etah – Main G T Road, Opp. Shri Ram Darbar Mandir  
Etah – 207001 (UP)

# CYBER RISK PROTECTOR

**POLICYHOLDER:**

**M/s Milltec Machinery Pvt Ltd**

**POLICY NUMBER: *461703492210000007***

**Policy Period: 28/07/2022 to 27/07/2023**

**AGENT/BROKER NAME:**

**M/s FUTURISK INSURANCE BROKING CO PVT LTD**



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## Schedule

Policy Number: **461703492210000007**

1. Policyholder	<b>Milltec Machinery Pvt Ltd</b>
2. Policyholder's Main Address	KIADB INDUSTRIAL AREA, 51-A, 1ST PHASE, BOMMASANDRA, BANGALORE, KARNATAKA 560099
3. Policy Period	From: (28/07/2022) To: (27/07/2023) Both days inclusive at the <b>Policyholder's</b> main address
4. Limit of Liability and Sublimit	Aggregate <b>Limit of Liability</b> per <b>Policy Period</b> for all <b>Loss</b> of all <b>Insureds</b> under all insurance covers combined: Rs. <b>7,50,00,000</b>
5. Retention/Excess	<b>General Policy Retention:</b> Rs 26,25,000 on Each & Every Claim  <b>Network Interruption:</b> <b>12 hours Waiting Period</b>
6. Annual premium	Rs. 340,000 + GST18% = INR 401,200
7. Retroactive Date	28/07/2020
8. Insurer & Address	National Insurance Company Limited ETAH BRANCH Shri Ram Darbar, G T Road, Etah, UttarPradesh - 207001
9. Claims Notice	ETAH BRANCH Shri Ram Darbar, G T Road, Etah, UttarPradesh - 207001
10. Territory/Jurisdiction	Worldwide

### Coverage/Sublimits/Extensions:

- Defence Cost – Included within Limit of Indemnity
- Loss of Personal Information - Covered upto Full limits
- Loss of Corporate Information – Covered upto Full Limits
- Outsourcing Expenses Cover – Covered as per Form
- Computer system to include systems operated by third party
- Network Security Cover - Covered as per Form upto Full Limits
- Data Breach Cover
- Data Administration Expenses & Fines



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- Proactive Forensic Costs – Covered upto INR 18,75,00,000/-
- Notification to Data Subject
- Coverage for External Expert Fees as per Form
- Credit Monitoring Costs
- Fund Transfer Fraud Cover
- Third Party Data Restore Cover
- Multimedia Liability Cover
- Cyber Privacy Extortion – Covered upto INR 3,75,00,000/-
- Network Interruption Cover – Covered with deductible of 10 Hours each claim
- Extra Expenses under Network Interruption
- Repair of Company's reputation
- Repair of Individual's reputation
- Crisis Fund Cover -Covered upto INR 3,75,00,000/-
- Cyber Terrorism Cover
- Counselling Cover - INR 187,500/- per person and INR 750,000/- in aggregate
- Amended Discovery Period Endorsement: 90 days free or 12 Months at additional 75% of annual premium;
- Punitive and exemplary damages- where insurable by law – Covered
- E Business Interruption to include System Failure – Covered subject to Technical Failure
- Crisis Communication Cover
- Acquisition of New Subsidiary – Covered upto 10% of Revenue Non US/Canada
- Court Attendance Costs - Provided upto INR 37,500/- per employee and INR 56,250/- per director upto 30 days
- Non Cancellation Clause
- Control Group Clause
- Reward Damages – Sub limited to INR 15,00,000/-

In consideration of the payment of the annual premium and subject to all of the provisions of this policy the **Insurer** and the **Policyholder** agree as follows:

Cover under this policy is written specifically on a primary basis and are provided solely for **Claims** first made against an **Insured** during the Policy Period and reported to the **Insurer** in accordance with the conditions of this policy.

It applies only to acts, errors or omissions of an **Insured** committed after the **Retroactive Date**.

## **A. DATA LIABILITY**

- |  |   |
|--|---|
| <b>A.1 Loss of Personal Information</b>  | The <b>Insurer</b> will pay to or on behalf of any <b>Insured</b> all <b>Damages</b> and <b>Defence Costs</b> which arise out of a <b>Claim</b> by a <b>Data Subject</b> against the <b>Insured</b> in respect of an actual or alleged <b>Qualifying Breach of Personal Information</b> .   |
| <b>A.2 Loss of Corporate Information</b> | The <b>Insurer</b> will pay to or on behalf of any <b>Insured</b> all <b>Damages</b> and <b>Defence Costs</b> which arise out of a <b>Claim</b> by a <b>Third Party</b> against the <b>Insured</b> in respect of an actual or alleged <b>Qualifying Breach of Corporate Information</b> .   |
| <b>A.3 Outsourcing</b>                   | The <b>Insurer</b> will pay to or on behalf of any <b>Company</b> all <b>Damages</b> and <b>Defence Costs</b> which arise out of a <b>Claim</b> by a <b>Third Party</b> against an <b>Outsourcer</b> (where the <b>Company</b> has a contractual duty to indemnify) and which arises from any actual or alleged breach of duty by the <b>Outsourcer</b> in regards to the processing of <b>Personal Information</b> |



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and/or **Corporate Information** on behalf of the **Company** (for which the **Company** is liable).

#### **A.4 Network Security**

The **Insurer** will pay to or on behalf of any **Insured** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Third Party** against the **Insured** which is caused by any act, error or omission by the **Insured** resulting in:

- (i) the introduction of any unauthorized software, computer code or virus to **Third Party Data** on the **Company's Computer System** which is specifically designed to disrupt the operation of or corrupt or damage any software or data recorded on the **Company's Computer System**;
- (ii) the denial of access to an authorised **Third Party** to its **Data**;
- (iii) the wrongful appropriation of a network access code from the **Company**;
- (iv) the destruction, modification, corruption, damage or deletion of **Third Party Data** stored on any **Computer System**;
- (v) the physical theft of the **Company's Assets** by a **Third Party**, or its physical loss; or
- (vi) the disclosure of **Third Party Data** by an employee of the **Company**.

### **B. ADMINISTRATIVE OBLIGATIONS**

#### **B.1 Data Administrative Investigation**

The **Insurer** will pay to or on behalf of any **Insured** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) for legal advice and representation in connection with any **Regulatory Investigation**.

#### **B.2 Data Administrative Fines**

The **Insurer** will pay to or on behalf of any **Insured** all **Data Administrative Fines** (not to exceed the Sublimit stated in item 5 of the Schedule) that the **Insured** is legally obligated to pay upon the conclusion of a **Regulatory Investigation** arising out of a breach of **Data Protection Law**.

### **C. REPUTATION AND RESPONSE COSTS**

#### **C.1 Pro-active Forensic Services**

The **Insurer** will pay to or on behalf of any **Company** all **Professional Fees** (not to exceed the Sublimit in item 5 of the Schedule) of forensic cyber risk specialists for the purpose of substantiating whether a **Qualifying Breach of Data Security** has occurred/is occurring and identifying the cause of the breach and for making recommendations as to how this may be prevented or mitigated.

Such **Professional Fees** can only be incurred from the date of notification to the **Insurer** in accordance with clause 5.1.



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**C.2 Repair of the  
Company's  
Reputation**

The **Insurer** will pay to or on behalf of any **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) of independent advisors (including, but not limited to, legal advice concerning media strategy, crisis consulting and independent public relations services) for the management of any action reasonably required to prevent or mitigate the potential adverse effect of a **Newsworthy Event** including the design and management of a communications strategy.

Such **Professional Fees** can only be incurred from the date of notification to the **Insurer** in accordance with clause 5.1 to the date falling 185 days after such notification.

**C.3 Repair of the  
Individual  
Reputation**

The **Insurer** will pay to or on behalf of any director, chief compliance officer, **Data Protection Officer** or General Counsel of a **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) for advice and support from an independent public relations consultant, in order to mitigate or prevent damage to their individual (personal and professional) reputation due to an actual or alleged **Qualifying Breach of Data Security** or breach of **Data Protection Law**.

Such **Professional Fees** can only be incurred from the date of notification to the **Insurer** in accordance with clause 5.1 to the date falling 185 days after such notification.

**C.4 Notification to Data  
Subjects**

The **Insurer** will pay to or behalf of the **Insured** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) in relation to the investigation, collation of information, preparation for and notification to **Data Subjects** and/or any relevant **Regulator** of any alleged or actual **Qualifying Breach of Data Security** or breach of **Data Protection Law**.

**C.5 Monitoring**

The **Insurer** will pay to or on behalf of the **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) for credit monitoring services for possible misuse of any **Personal Information** as a result of an actual or alleged **Qualifying Breach of Data Security** or breach of **Data Protection Law**.

**C.6 Electronic Data**

The **Insurer** will pay to or on behalf of the **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) to:

- (i) determine whether **Data** held by the **Company** on behalf of a **Third Party** can or cannot be restored, recollected, or recreated; and
- (ii) recreate or recollect **Data** held by the **Company** on behalf of a **Third Party** where backup systems fail to capture such **Third-Party Data** or it is corrupted or lost because of a technical failure or because of the negligence or default of an operator or other person lawfully charged with that responsibility.