

CYBER RISKS INSURANCE POLICY WORDING

In consideration of payment of the premium and subject to the terms and conditions of this policy, the Company and the **Insured** agree as follows:

Insuring Clauses 1.

Electronic Theft Loss

A: The Company shall pay Electronic Theft Loss which is discovered during the Policy Period.

Electronic Communication Loss

B: The Company shall pay Electronic Communications Loss which is discovered during the Policy Period.

Electronic Threat Loss

C: The Company shall pay **Electronic Threat Loss** solely and directly as a result of a **Threat** made directly to an **Insured** during the **Policy Period**.

Electronic Vandalism Loss

D: The Company shall pay **Electronic-Vandalism Loss** which is **discovered** during the **Policy Period.**

Electronic Business Interruption & Extra Expenses

E: The Company shall pay **Business Income Loss**; and **Extra Expenses**, incurred during the Period of Recovery of Services resulting directly from **Fraudulent Access or Transmission** which causes an actual or potential impairment or denial of **Operations** during the **Policy Period**.

Cyber Liability

F: The Company shall pay, on behalf of an **Insured**, **Loss** on account of any **Claim** first made during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** occurring after the **Retroactive Date**.

Extensions 2

Expenses

A: The Company shall pay: **Privacy Notification Expenses; Crisis Expenses;** and **Reward Expenses**,

Up to the amount of the sub-limit in the Schedule.



Advancement of Defence Costs

B: The Company shall, prior to the final disposition of any **Claim**, advance Costs **Defence Costs** within thirty (30) days of receipt of invoice for same provided that, with respect to any **Claim** brought or maintained by or on behalf of any government agency or authority; or licensing or regulatory **Organization**, the Company's obligation to advance **Defence Costs** is limited to the sub limit in the Schedule.

Any advancement of **Defence Costs** shall be repaid to the Company by the **Insured's**, severally according to their respective interests, if and to the extent it is determined that such **Defence Costs** are not **Insured** under this Policy.

Bilateral Extended Reporting Period

C :Solely with respect to Insuring Clause 1.F, if this policy is terminated or not Reporting Period renewed by either the Company or the **Principal Organization** for any reason other than termination by the Company for non-payment of premium, and provided no **Event** has occurred, the **Insured's** shall have the right: (i) to an extended reporting period of 90 days within which to report any **Claims** that are first made during the **Policy Period** or during such 90 day period. There is no additional premium payable for such extended reporting period (ii) upon payment of the additional premium set forth in the Schedule, to an additional extended reporting period of 365 days from the expiry date of the extended reporting period referred to in (i) above within which to report any **Claims** first made during the **Policy Period** or during such additional 365 days,

but only to the extent such **Claims** are for **Wrongful Acts** occurring prior to the effective date of termination or non-renewal.

Any Claim made during an Extended Reporting Period shall be deemed to have been made during the im**Media**tely preceding **Policy Period**.

If an Extended Reporting Period is elected then it cannot be cancelled by the **Insured's** or the Company; and the entire premium noted in the Schedule shall be deemed fully earned at the inception of the additional Extended Reporting Period.

The offer of renewal terms or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

Cover as set forth in the above extensions is subject to all the provisions of this policy unless stated otherwise.



DEFINITIONS:

3: When used in bold type in this policy:

Bail Bond and Civil Bond Expenses means the reasonable premium (not including collateral) for a bond or other financial instrument to guarantee an **Insured Person's** contingent obligation for bail required by a court in respect of any **Claim** including the premium paid for appeal, attachment or similar bonds.

Business Income Loss means:

- A. Net profit or **Loss** that would have been earned or incurred by an **Insured** before income taxes; and
- B. An **Insured's** continuing normal operating and payroll **Expenses**. **Business Income** does not mean bank interest or investment income.

Claim means:

- (1) a written demand for monetary damages or non-pecuniary relief;
- (2) a civil proceeding;
- (3) an arbitration, Mediation, conciliation or alternative dispute resolution proceeding;
- (4) a criminal proceeding; or
- (5) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, against an **Insured** for a **Wrongful Act**;
- (6) an Extradition proceeding.

Communication means an electronic record or message created, generated, sent, communicated, received or stored by electronic means that is capable of retention by the recipient at the time of receipt, including a telefacsimile **Transmission** or e-mail, and that was transmitted or purported to have been transmitted through a **Network**.

Computer means a device or group of devices that by manipulation of electronic, magnetic, optical or electromechanical impulses pursuant to a **Computer** program can perform **Operations** on **Data**.

Conduit Liability means **Loss** sustained or allegedly sustained by a person because **System** cannot be used, or is impaired resulting directly from.

- A. ACyber-attack into an Insured's System, provided such Cyber-attack was then received into a third party's System; or
- B. A natural person who has accessed a System without authorization, through an Insured's System,

Provided such **Transmission** or access occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

Content Liability means **Loss** sustained or allegedly sustained by a person because of the actual or alleged infringement of:

- A. A collective mark, service mark, design right or trade mark name, slogan, symbol or title;
- B. A copyright;
- C. The name of a product, service, or **Organization**; or D. the title of an artistic or literary work,

resulting directly from **Cyber Activities** of an **Insured**, provided that the **Cyber Activities** that caused or allegedly caused the **Content Liability** first occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

Crisis Expenses means reasonable costs, charges, fees and **Expenses** (other than regular or overtime wages, salaries or fees of **Insured Persons** or office overheads, travel costs unrelated to a **Claim** or **Loss** or other administration costs) incurred by an **Organisation**, with the Company's prior written consent (which shall not be unreasonably withheld), in retaining the services of an independent legal counsel; an information security forensic investigator; a public relations consultant to advise an **Organisation** with respect to managing the public **Communication** of and limiting the disruption to the **Organisation's** business due to a **Claim**, **Electronic Theft Loss**, **Electronic Communication Loss**, **Electronic Threat Loss** or **Electronic Vandalism Loss**. The limit of liability for **Crisis Expenses** is in addition to, and does not reduce, the Limits of Liability set forth in the Schedule. The limit of liability for **Crisis Expenses** is not eroded by payments within the Limits of Liability set forth in the Schedule.

Customer means a person that:

A. is applying for, or requesting, an Organization's products or services; B.

has applied for, or has requested, an Organization's products or services; or

C. is using, or has used, an Organization's products or services.

Cyber Activities means the electronic display, electronic **Transmission**, or electronic dissemination of information through a **Network** or through an **Insured's System**.



Cyber-attack means the Transmission of fraudulent or unauthorized Data that is designed to modify, alter, damage, destroy, delete, record or transmit information within a System without authorization, including Data that is self-replicating or self-propagating and is designed to contaminate other Computer programs or legitimate Computer Data, consume Computer resources or in some fashion usurp the normal operation of a System.

Data means a representation of information, knowledge, facts, concepts, or instructions which are processed or have been processed in a **Computer**.

Defence Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsel's fees and experts' fees) and **Expenses** (other than regular or overtime wages, salaries or fees of **Insured Persons** or office overheads, travel costs unrelated to a **Claim** or other administration costs) incurred in defending, investigating, settling or appealing any **Claim**.

Defence Costs shall include:

(a) Bail Bond and Civil Bond Expenses;

(b) reasonable costs, charges or fees resulting from an Insured Person lawfully opposing, challenging, resisting or defending against any request for or any effort to obtain the Extradition of such Insured Person; or appealing any order or other grant of Extradition of such Insured Person.

Director means any natural person who was, now is or shall be a company director including, for the avoidance of doubt, an alternate director, a de facto director or a shadow director and shall include any equivalent position in any jurisdiction

Disclosure Liability means **Loss** sustained or allegedly sustained by a natural person because of the potential or actual unauthorized access to such natural person's Record by another person when such access: A. occurs on or after the **Retroactive Date** and before the end of the **Policy Period**; and

- B. results directly from:
- 1. a Cyber-attack into a System owned by an Organization; or
- a natural person who has gained unauthorized access to, or has exceeded authorized access to a System or System Output owned by:



I. an **Organization**; or

II. an **Organization** that is authorized by an **Insured** through a written agreement to process, hold or store Records for an **Insured**.

Discovery or Discovered means the knowledge of a director or officer of an **Organization** or an employee designated to represent such **Organization** for the purposes of effecting and maintaining insurance of circumstances which could give rise to an **Expense**, **Loss** or an actual or potential **Claim** in which it is alleged that an **Insured** is liable to a third party regardless of when the acts causing or contributing to such **Expense** or **Loss** occurred and even though the amount of such **Expense** or **Loss** does not exceed the applicable Deductible, or the exact amount or details of such **Expense** or **Loss** may not then be known.

Electronic Communication Loss means **Loss** resulting directly from a **Customer**, automated clearing house, custodian or financial institution having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value on the faith of any fraudulent **Communication** purporting to have been directed by an **Insured** to any of the foregoing for the purpose of initiating, authorizing or acknowledging the transfer, payment, delivery or receipt of funds or property, but which **Communication** was either not sent by an **Insured** or was fraudulently modified during electronic **Transmission** and for which **Loss** an **Insured** is held to be legally liable.

Electronic Theft Loss means Loss resulting directly from an Insured having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value due to the fraudulent input of Data either directly into an Insured's System or through a Network into an Insured's System.

Electronic Threat Loss means:

A. funds or property an **Insured** surrenders and any of the **Expense**s set forth below incurred by an **Insured**:

- 1. Reasonable fees and **Expenses** of any independent negotiator or consultant;
- 2. Reasonable travel and accommodation **Expenses**;
- 3. Any other reasonable **Expense** with the Company's prior written approval; or

B. Loss resulting directly from the actual destruction, disappearance, confiscation or wrongful abstraction of funds or property intended as an extortion payment, while being held or conveyed by any person duly authorized by an **Insured** to have custody of such funds or property.



Electronic Vandalism Loss means the cost incurred by an Insured of the blank Media and the cost of labour for the actual transcription or copying of Data or Media furnished by an Insured in order to reproduce such Data or replace such Media from others of the same kind or quality where such cost results directly from the alteration, damage, deletion or destruction of Data, which is owned by an Insured or for which an Insured is legally liable.

Event means:

- (a) the Principal Organization merging into or consolidating with another Organisation such that the
 Principal Organisation becomes a subsidiary of the other Organisation;
- (b) another Organisation acquiring the business or assets of the Principal Organisation; or
- (c) another **Organisation** or person or group of **Organisations** or persons acting in concert acquiring control of the composition of the **Principal Organisation**'s board, being in a position to cast, or control the casting of more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the **Principal Organisation** or holding more than fifty percent (50%) of the issued share capital of the **Principal Organisation** (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Exceeded Authorized Access means to access an **Insured**'s **System** with authorization but to use such access to perform unauthorized fraudulent **Operations**, including the fraudulent input of **Data**.

Expense means **Electronic Business** Interruption and Extra **Expenses**, **Privacy Notification Expenses**, **Crisis Expenses** and/or **Reward Expenses**.

External Administrator means any liquidator, receiver, receiver and manager, administrator, administrative receiver, judicial manager or holder of similar office or position in any jurisdiction whether appointed under the provisions of any law anywhere in the world or pursuant to the provisions of any contract or other instrument.

Extra Expenses means reasonable **Expenses** an **Insured** incurs in an attempt to continue **Operations** that are over and above the **Expenses** such **Insured** would have normally incurred. **Extra Expenses** do not include any costs of updating, upgrading or re**Media**tion of an **Insured**'s **System** that are not otherwise covered under this policy.

Extradition means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.



Fraudulent Access or Transmission means that a person has:

- A. Fraudulently accessed an **Insured**'s **System** without authorisation;
- B. Exceeded Authorized Access; or
- C. Launched a Cyber-attack into an Insured's System.

Impaired Access Liability means **Loss** sustained or allegedly sustained by a **Customer** authorized to access an **Insured**'s **System** because such access has been impaired or denied resulting directly from **Fraudulent Access** or **Transmission**, provided such **Fraudulent Access** or **Transmission** occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

Informant means any natural person providing information solely in return for monetary payment paid or promised by an **Insured**.

Insured means any Organization and/or Insured Persons.

Insured Person means any natural person who was, now is or shall become a director or officer (or equivalent position of the foregoing) or employee of an **Organization**, but only while active within the scope of his duties as such. **Insured Person** shall not include an External Administrator.

Intellectual Property Law or Right means any:

- A. certification mark, collective mark, copyright, service mark,
- B. right to, or law recognizing an interest in, any trade secret or confidential or proprietary information;
- C. other right to, or law recognizing an interest in, any expression, idea, likeness, name, slogan, style of

doing business, symbol, title, trade dress or other intellectual property; or D. other law

concerning piracy, unfair competition or other similar practices.

Intellectual Property Law or Rights doesn't include Patent & Trade Secrets.



Internet means a group of connected **Networks** that allow access to an **Insured**'s **System** through service providers using telephone service, digital subscriber lines, integrated service digital **Network** lines, cable modem access or similar transfer mediums.

Loss means:

- (a) Electronic Communication Loss; Electronic Theft Loss; Electronic Threat Loss; Electronic Vandalism Loss.
- (b) With respect to Insuring Clause 1.F only: the amount which an Insured becomes legally obligated to pay on account of any covered Claim, including but not limited to Defence Costs; awards of damages or orders made by any court of tribunal to pay compensation; judgments, sums payable due to settlements to which the Company has consented; awards of Claimant's costs, pre-judgment and post-judgment interest; and punitive, exemplary or aggravated damages unless the Company is legally prohibited from paying such damages in the jurisdiction in which the Claim is determined. Loss does not include:
- 1. Any consideration owed or paid in connection with any **Insured**'s goods, products or services, including but not limited to any restitution, reduction, disgorgement or return of any payments, charges or fees;
- 2. Any costs or **Expenses** incurred in the performance of any obligation assumed by, on behalf of, or with the consent of any **Insured**;
- 3. Any costs or **Expense**s incurred to replace, upgrade, update, improve, or maintain a **System**;
- 4. Any costs incurred by any **Insured** to comply with any order for injunctive or other nonpecuniary relief, or to comply with an agreement to provide such relief;
- 5. Fines or penalties other than to the extent covered as set forth in paragraph (b) above;
- 6. Tax, liquidated damages; or
- 7. Any amount not insurable under the law pursuant to which this policy is construed.

Media means objects on which Data can be stored so that it can be read, retrieved or processed by a Computer. Media does not mean paper.

Network means any and all services provided by or through the facilities of any electronic or **Computer Communication System**, including Fedwire, Clearing House Interbank Payment **System** (CHIPS),



Society for Worldwide Interbank Financial Telecommunication (SWIFT) and similar automated interbank **Communication Systems**, automated teller machines, point of sale terminals and other similar operating **Systems** and includes any shared **Networks**, **Internet** access facilities, or other similar facilities for such **Systems**, in which an **Insured** participates, allowing the inputs, outputs, examinations, or transfer of **Data** or programs from one **Computer** to an **Insured**'s **Computer**.

Operations mean an **Organization**'s business activities.

Organisation means the Principal Organisation and any Subsidiary, or any one of them.

Pending or Prior Date means the date from which an **Organisation** has maintained uninterrupted cover of the same nature as that provided herein with the Company or such date as agreed to in writing by the Company.

Period of Recovery of Services:

- A. Begins:
- 1. For Extra Expenses, immediately after the actual or potential impairment or denial of **Operations** occurs; and
- 2. For the **Business Income Loss**, twenty-four (24) business hours after the actual impairment or denial of **Operations** occurs; and
- B. Will continue until the earlier of the following:
- 1. The date **Operations** are restored, with due diligence and dispatch, to the condition that would have existed had there been no impairment or denial; or
- 2. Sixty (60) days after the date an **Insured**'s **Services** are fully restored, with due diligence and dispatch, to the level that would have existed had there been no impairment or denial.

The expiration date of this Policy will not cut short the Period of Recovery of Services.

Policy Period means the period of time specified in the Schedule subject to prior termination in accordance with section 23. If this period is less than or greater than one (1) year, then the Limits of Liability specified in the Schedule of this policy shall be the Company's maximum limit of liability under this policy for the entire period. If the Extended Reporting Period is exercised, it shall be part of the **Policy Period** and not an additional **Policy Period**.



Pollutants means solids, liquids, gaseous or thermal irritants, contaminants including smoke, vapour, soot, fumes, acids, alkalis, chemicals, asbestos products or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Pollution means any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, escape, treatment, removal or disposal of any Pollutants; or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

Principal Organisation means the Organisation designated in Schedule.

Privacy Notification Expenses means the reasonable costs incurred by an **Insured** resulting from **Disclosure Liability** or **Reputational Liability** of: (a) notifying persons who may have sustained such an injury; (b) changing such persons Records; and (c) providing them, for a stipulated period of time agreed to by the Company, with credit monitoring or similar services that may help protect them against the fraudulent use of a Record.

Proposal means all proposals, including the Cyber Security Risk Matrix or similar **Network** security assessment completed by or on behalf of the **Insured**, attachments and materials incorporated therein, submitted by, or information disclosed by, or on behalf of the **Insured** to the Company for this policy or any policy of issued by the Company of which this policy is a direct or indirect renewal or replacement. All such proposals, attachments and materials are deemed attached to, incorporated into and made a part of this policy.

Record means a natural person's first name or first initial, and last name, in combination with:

- A. Their driver's licence number, PAN (TAN) or other personal identification number (including an employee identification number or student identification number);
- B. Their financial account number (including a bank account number, superannuation or retirement account number);
- C. Medicare card number;



D. Their credit, debit or payment card number;

E. Any information related to their employment by an **Organization**; or

F. Any individually identifiable health information held by an **Organization**, when any of the information

in "A" through "F" above is intended by an Organization to be accessible only by

persons it has specifically authorized to have such access.

Related Claims means all **Claims** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or Events or the same or related series of facts, circumstances, situations, transactions or Events.

Reputational Liability means **Loss** sustained or allegedly sustained by a person because of an actual or alleged:

- A. Disparagement of such person's products or services;
- B. Defamation, libel or slander of such natural person; or C. Violation of such

person's rights of privacy or publicity,

resulting directly from Cyber Activities of an Insured, provided that the Cyber Activities that caused or allegedly caused the **Reputational Liability** first occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

Retroactive Date means the date set forth in the Schedule, provided that if no date is set forth in the Schedule, then the **Retroactive Date** shall be the inception date of this policy.

Reward **Expenses** means the reasonable amount paid by an **Insured**, with the prior approval of the Company, to an Informant for information not otherwise available which leads to the arrest and conviction of persons responsible for a **Cyber-attack**, **Fraudulent Access** or **Transmission**, or a Threat otherwise covered under this policy.

Services mean Computer time, Data processing, or storage functions or other uses of an Insured's System.

Single Expense means, with respect to Insuring Clauses A through E, all

- A. any one act or series of related acts on the part of any natural person resulting in damage or destruction of **Data** or **Media**;
- B. any one act or series of related acts which impairs or denies an Insured's Services; Page
- C. all acts, other than those specified above, caused by any person or in which such person is implicated; or
- D. any one Event not specified above.

Subsidiary means any **Organization**, at or prior to the inception date of the policy, in which one or more **Organizations** (a) has the ability to appoint or remove majority of directors on the **Organization**'s board; (b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the **Organization**; or (c) holds more than fifty percent (50%) of the issued share capital of such **Organization** (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

System means a Computer; and

- A. all input, output, processing, storage and Communication devices controlled, supervised or accessed by the operating Systems that are proprietary to, or licensed to, the owner of the Computer; and
- B. Media.

System Output means a tangible substance on which one or more Records are Printed from a System.

Threat means a declaration made by a natural person that he has gained access or alleges to have gained access to an **Insured**'s **System** and intends to:

- A. cause an **Insured** to transfer, pay or deliver any funds or property using an **Insured**'s **System**;
- B. sell or disclose a Record to another person;
- C. alter, damage or destroy an **Insured**'s **Data** while stored within an **Insured**'s **System**;
- D. alter, damage, or destroy an **Insured**'s **Data** through a **Cyber-attack**; or E. impair or deny an **Insured**'s

Services,



and makes a demand for an extortion payment or a series of such payments as condition for the mitigation or removal of such Threat.

Wrongful Act means Disclosure Liability, Reputational Liability, Content Liability, Conduit Liability or Impaired Access Liability.

EXCLUSIONS – Exclusions Applicable to all Insuring Clauses The

Company Shall not be liable to any Claim, Loss or Expense

Prior Notice

Based upon, arising from or in consequence of any fact or circumstance if notice of such fact or circumstance has been accepted under any policy of which this policy is a renewal or replacement or which it

may succeed in time;

Dishonesty

Based upon, arising from or in consequence of any deliberately fraudulent act or omission or any wilful violation or breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by any **Insured** or an **Insured** having gained any profit, advantage or remuneration to which the **Insured** is not legally entitled provided that this exclusion shall not apply, including, for the avoidance of doubt, to the Company's obligation to advance **Defence Costs** until a final non-appealable adjudication in any proceeding establishes such a deliberately fraudulent act, omission, wilful violation or breach, profit, advantage or remuneration. The term 'proceeding' shall not include any declaratory proceeding brought by or against the Company;

Assumed Liability

For any actual or alleged liability of any **Insured** under any contract provided that this exclusion shall not apply to Conduit Liability, Impaired Access Liability or Disclosure Liability or to liability that would have attached to such **Insured** in the absence of such contract or to the Company's obligation to advance **Defence Costs** under Extension 2.B;

Pollution

Based upon, arising from, or in consequence of Pollution; Bodily Injury and Property Damage



for bodily injury, sickness, disease or death of any person (except for mental anguish and emotional distress

resulting from **Disclosure Liability** or **Reputational Liability**) damage to or destruction of any tangible property, including **Loss** of use thereof, whether or not it is damaged or destroyed; or

External Administrators

Brought or maintained by or on behalf of an External Administrator

Exclusion Applicable to Insuring Clause 1.A through to 1.E Only

With respect to Insuring Clause 1.A through to 1 E the Company shall not be Liable for:

- 1. Any costs, fees or **Expenses** incurred or paid by any **Insured** in establishing the existence of or amount of **Loss**, ; or
- 2. Any income, including but not limited to interest and dividends, not realized by any **Insured** or any **Customer**; provided that this exclusion shall not apply to **Loss** of **Business Income** otherwise covered under Insuring Clause 1.E;
- Any Expense caused by an employee of any Insured; provided that this exclusion shall not apply to Electronic Threat Loss or Electronic Vandalism Loss;
- 4. Resulting directly or indirectly from written instruction or advice, other than a telefacsimile or email;
- or telegraphic or cable instruction or advice, or instruction or advice by voice over the telephone;
- 5. 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**;
- 6. Based upon, or directly or indirectly arising out of or resulting from an indirect or consequential **Loss** or damage of any kind; provided that this exclusion shall not apply to Insuring Clause 1.E;
- 7. Relating to negotiable instruments, securities, documents or written instruments except as converted to **Data** and then only in that converted form; or
- 8. Resulting from mechanical failure, faulty construction, error in design, latent defect, wear or tear, gradual deterioration, electrical disturbance, **Media** failure or breakdown or any malfunction or error in programming or error or omission in processing.

Exclusion Applicable to Insuring Clause 1.F Only



Solely with respect to Insuring Clause 1.F only, the Company shall not be liable for **Loss** on account of any **Claim**:

Pending or Prior

- Based upon, arising from, or in consequence of any demand, suit or proceeding pending against, or order, decree or judgment entered for or against any **Insured**, on or prior to the Pending or Prior Date set forth in the Schedule, or the same or substantially the same facts or circumstances underlying or alleged therein;
- 2. Brought or maintained by or on behalf of a natural person who is a director, chairman, chief executive officer, chief operating officer, or holder of any equivalent position in any jurisdiction, of **Organization**;
- **3.** Based upon, arising from, or in consequence of any assertion or infringement of any right to or interest in a patent, idea, trade secret or know how by any **Insured**;
- 4. Based upon, arising from, or in consequence of any **Claim** or proceeding brought by or on behalf of any government agency or authority; or licensing or regulatory **Organisation** other than for **Defence Costs** to the extent set forth in Extension 2.B;
- 5. Based upon, arising from, or in consequence of any publication of information, by, on behalf of, or with the consent of any **Insured**:
 - (i) With the knowledge of its falsity; or
 - (ii) If a reasonable person in the circumstances of such **Insured** would have known such to be false;
- 6. Based upon, arising from, or in consequence of the failure of goods, products, or services to conform with any representation or warranty with respect to durability, fitness, performance, quality, or use;
- 7. For **Content Liability** or **Reputational Liability** sustained by any person that:
 - (i) creates, designs, develops, or provides any content, material, or services for any Insured; or
 - (ii) is an assign or heir of any person described in (i) above,

provided that this exclusion applies regardless of whether such content, material, or service was jointly created, designed, developed, or provided by any **Insured**;

- 8. For **Content Liability or Reputational Liability** that is based upon, arises from, or in consequence of any:
 - (i) Distribution or sale of, or offer to distribute or sell, any good, product, or service; or



- (ii) Other use of any good, product, or service, that actually or allegedly infringes or violates any
 Intellectual Property Law or Right relating to the appearance, design or function of any good,
 product, or service;
- 9. Based upon, arising from or in consequence of:
 - (i) Controlling, creating, designing, or developing any third party's web site;
 - (ii) Controlling, creating, designing, developing, determining, or providing the content of material of any third party's web site; or
 - (iii) Controlling, facilitating, or providing, or failing to control, facilitate, or provide, access to the Internet; or
- Based upon, arising from or in consequence of any actual or alleged infringement of, violation of, or assertion of any right to or interest in any:
 - (i) Software or its source content or material;
 - (ii) **Computer** code or its source content or material; or
 - (iii) Expression, method, or process designed to control or facilitate any operation or other use of a Computer or automated System.

Severability of Exclusions

5. With respect to the exclusions in Section 4 of this policy, in order to determine if coverage is available:

- A. No fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person**; and
- B. Only facts pertaining to or knowledge possessed by any chief executive officer, chief operating officer and chief financial officer or holder of any equivalent position in any jurisdiction of an **Organization**'s shall be imputed to such **Organization**.

Proposal – Non Rescindable

6. With respect to Insuring Clause 1.F:

The Proposal shall be construed as a separate proposal for coverage for each **Insured**. No statement, representation or information provided in the Proposal or knowledge possessed by an **Insured** shall be



imputed to any other **Insured** for the purpose of determining if coverage is available under this Insuring Clause 1.F.

The Company shall not be entitled, under any circumstances, to avoid or rescind Insuring Clause 1.F with respect to any **Insured** or exercise any rights against any **Insured** for any misrepresentation in the Proposal or for any non-disclosure (whether such misrepresentation is innocent, negligent, fraudulent or otherwise). However in the Event of misrepresentation or non-disclosure which would otherwise entitle the Company to avoid or rescind this policy or exercise any rights as against one or more **Insured**'s:

- a) No **Insured Person** who, at the time the contract evidenced by this policy was entered into, knew the true position with regard to the facts or matters misrepresented to the Company or knew any of the non-disclosed facts, and no **Organization** to the extent that it may indemnify any such **Insured Person**, shall have cover under this policy for any **Loss** of that **Insured Person** on account of a **Claim** based upon, arising from or in consequence of the true position or any non-disclosed facts; and
- b) If any chairman, chief executive officer, chief financial officer, in-house general counsel or the holder of any equivalent position in any jurisdiction of an Organization knew the true position with regard to the facts or matters misrepresented to the Company or knew any of the non-disclosed facts, then no Organization shall have cover under this policy for any Loss of that Organization on account of a Claim based upon, arising from or in consequence of the true position or any nondisclosed facts.

Limit of Liability and Deductible

The Company's maximum aggregate liability for all **Loss** and **Expense** Deductiblecovered under this policy, whether covered under one or more Insuring Clauses, shall be the Aggregate Limit of Liability for each **Policy Period** set forth in the Schedule.

The Company's maximum liability for all Loss on account of each Claim made, or for each Loss or Single

Expense discovered, during the **Policy Period**, shall be the applicable Limit of Liability set forth in Item 4 of the

Schedule or the unpaid portion of the Aggregate Limit of Liability for each **Policy Period**, whichever is less. If a **Loss** or Single **Expense** is covered under more than one Insuring Clause, the maximum amount payable shall not exceed the largest applicable Limit of Liability.

Other than with respect to Crisis **Expense**s sub limits are part of, and not in addition to, the Limits of Liability set forth in the Schedule.

Defence Costs are part of and not in addition to the Limits of Liability set forth in the Schedule; the payment by the Company of **Defence Costs** erodes such Limits of Liability.

All Related **Claims** shall be treated as a single **Claim** first made on the date the earliest of such Related **Claims** was first made, or on the date the earliest of such Related **Claims** is treated as having been made in accordance with section 8. Reporting, regardless of whether such date is before or during the **Policy Period**.



The limit of liability available during the Extended Reporting Period, if exercised, shall be part of, and not in addition to, the Company's maximum aggregate limit of liability for **Loss** on account of all **Claims** first made during the immediately preceding **Policy Period**.

DEDUCTIBLE AND CO-INSURANCE

8. The Company's liability shall apply only to that part of each **Claim**, **Loss** or **Expense** which is in excess of the applicable Deductible set forth in the Schedule. Such Deductible shall be depleted only by **Loss** or **Expense** and shall be borne by the **Insured** uninsured and at their own risk.

If different parts of a **Loss** or Single **Expense** are subject to different Deductibles, or if a **Claim**, **Loss** and a Single **Expense** arise from any one or a series of related facts, circumstances, situations, transactions, or Events, the applicable Deductible will be applied separately to each part of such **Claim**, **Loss** or Single **Expense**, but the sum of such Deductible shall not exceed the largest applicable Deductible.

To the extent that **Loss** on account of a single **Claim** or a **Loss** or Single **Expense** is covered under this policy and is in excess of the Deductible, the **Insured**'s shall bear uninsured and at their own risk that percentage of such **Loss** or **Expense** specified as the Co- insurance Percentage set forth in Item 5 of the Schedule. The Company's liability shall apply only to the remaining percentage of such **Loss** or **Expense**.

REPORTING

9 A. With respect to Insuring Clauses 1.A through 1.E, the **Insured**'s:

- shall give to the Company written notice of any Loss or Expense as soon as practicable, and in no Event later than ninety (90) days after Discovery of a Loss or an Expense;
- 2. shall furnish a proof of **Loss** with full particulars to the Company within six (6) months of such Discovery;
- 3. submit to examination under oath at the Company's request;
- 4. produce all pertinent records at such reasonable times and places as the Company designates; and
- 5. fully co-operate with the Company in all matters pertaining to a **Claim** for **Loss**.

9 B. With respect to Insuring Clause 1.F:

1. The **Insured**'s shall give to the Company written notice of any **Claim** as soon as practicable and, in any Event, no later than the expiration of any applicable Extended Reporting Period.



- 2. If, during the **Policy Period** or Extended Reporting Period, an **Insured** becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the Company then any **Claims** subsequently arising from such circumstances shall be considered to have been made during the **Policy Period** or the Extended Period in which the circumstances were first reported to the Company.
- 3. The **Insured**'s shall give to the Company such information and co-operation as it may reasonably require including but not limited to a description of the **Claim** or circumstances; the nature of the alleged **Wrongful Act**; the nature of the alleged or potential **Loss**; the names of actual or potential **Claim**ants; and the manner in which the **Insured** first became aware of the **Claim** or circumstances.

Defence and Settlement

10. It shall be the duty of the Insured and not the duty of the Company to defend Claims

With respect to any **Claim** the Company shall have the right and shall be given the opportunity to associate with each **Insured**, and shall be consulted in advance by the **Insured**, regarding the investigation, defence and settlement, including the negotiation of any settlement, of any such **Claim**. It shall not be unreasonable for the Company to withhold its consent to separate counsel for one or more of such **Insured**'s, unless there is a material actual or potential conflict of interest among such **Insured**'s.

Each **Insured** agrees not to settle, or convey any offer of settlement to any **Claim**ant with regard to, any **Claim**, incur any **Defence Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent. The Company shall not otherwise be liable for any **Defence Costs**, any other element of **Loss** incurred, any obligation assumed or any admission made by an **Insured** without the Company's prior written consent. Provided each **Insured** complies with this section, the Company shall not unreasonably withhold or delay any such consent.

If any **Insured** withholds consent to any settlement acceptable to the **Claim**ant in accordance with the Company's recommendation (a "Proposed Settlement"), then the Company's liability for all **Loss** from such **Claim** shall not exceed the amount of the Proposed Settlement plus **Defence Costs** incurred up to the date of such **Insured**'s refusal to consent to the Proposed Settlement of such **Claim**.

Each **Insured** agrees to provide the Company with all information, assistance and co-operation which the Company reasonably requires, including, without limitation, for the purposes of any investigation the Company makes, in its absolute discretion.

Each **Insured** agrees that, in the Event of a **Claim**, such **Insured** will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

Allocation

11. Where a Claim:



- a) Includes both matters covered and matters that are not covered under this policy; or
- b) Is made against a person or Organisation other than an Insured, the Company and the Insured

shall allocate any amounts incurred by or on behalf of the Insured:

- (i) Based upon the relative legal and financial exposures of an **Insured** to matters covered and matters not covered by this policy; and
- (ii) In the case of a settlement in such Claim, based also on the relative benefits to an Insured.

If the Insured and the Company cannot agree on an allocation of amounts incurred by an Insured:

1.

a) Arbitration Clause

"The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

It is further expressly agreed and declared that if the company shall disclaim liability in respect of any **Claim** and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

2. Any allocation or advancement of **Defence Costs** shall not apply to or create any presumption with respect to the allocation to **Loss**.

CHANGES IN EXPOSURE

12. Acquisition or Creation of another Organization A

If an **Organization**, during the **Policy Period**:

- 1. Acquires securities or voting rights in another **Organisation** or creates another **Organisation**, which as a result of such acquisition or creation becomes a Subsidiary; or
- 2. Acquires any Organisation by merger into or consolidation with itself such that the Organisation is the holding company, then such other Organisation and the Insured Persons in relation thereto shall be Insured's under this policy but only with respect to Wrongful Acts occurring after, or Loss or Expense first incurred, after such acquisition or creation. With respect to Insuring Clauses A through E, coverage applies to such other Organization and the Insured Persons in relation thereto only for Expense where all of the circumstances, conditions or acts causing or contributing to such Expense occur on or after the date of such acquisition or creation.

However, if such acquired or created **Organization**:

a) Has annual revenues equal to or less than twenty five per cent (25%) of the annual revenues of the

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Organization as reflected in the most recent audited, consolidated financial statements of the **Organisation** and, in the case of such acquisition, the acquired **Organisation**; or

b) Is located, incorporated, domiciled or operates in, or has securities listed on any exchange in, the U.S.A; then the **Principal Organization** shall give written notice of such acquisition or creation and full details of the acquisition or merger when it next applies for renewal of this policy. Upon renewal, the Company may impose additional or different terms and conditions of coverage and require payment of additional premium.

If, at the time of an acquisition or merger described above, the annual revenues of the other

Organization exceed twenty five percent (25%) of the annual revenues of the **Principal**

Organization, as reflected in the most recent audited, consolidated financial statements of the **Principal Organization** and, in the case of such acquisition, the acquired **Organisation**, the **Principal Organization** shall give written notice of such acquisition or creation to the Company as soon as reasonably practicable, but in no Event later than sixty (60) days after the date of such acquisition or creation, together with such information as the Company may require. If the **Principal Organization** fails to give such notice within the time specified in the preceding sentence, coverage for such acquired or created **Organization** and the **Insured Persons** in relation thereto shall terminate with respect to **Claims** first made or **Loss** or **Expense** first incurred more than sixty (60) days after such acquisition or creation. In the Event of such acquisition or creation, the Company shall have the right to impose additional or different terms and conditions of coverage and require payment of additional premium.

Cessation of Subsidiaries

B. If an **Organization** ceases to be a Subsidiary, before or after the **Policy Period**, coverage with respect to such Subsidiary and the **Insured Persons** in relation thereto shall continue until termination of this policy or any renewal thereof, but only for **Wrongful Acts** occurring, or **Loss** or **Expense** first incurred, prior to the date such

Organization ceased to be a Subsidiary and on or after the Retroactive Date shown in the Schedule

Acquisition of Organisation by another Organisation

C. If, during the **Policy Period**, an Event occurs coverage shall continue until termination of this policy but only with respect to **Wrongful Acts** occurring, by Another **Organisation** or **Loss** or **Expense** first incurred, prior to such Event and on or after the **Retroactive Date** shown in the Schedule.

The **Principal Organization** shall give written notice of any Event to the Company as soon as practicable, but in no Event later than sixty (60) days, after the date of such Event, together with such other information as the Company may require. The entire premium for this Policy will be deemed fully earned as of the date of such Event.

VALUATION

13. With respect to Insuring Clauses A and B, the value of any **Loss** of property other than **Data** or **Media** shall be the actual cash value or the cost of repairing or replacing such property with property



of similar quality and value, whichever is less, at the time the **Principal Organization** furnishes proof of **Loss** in compliance with section 8.A.

OTHER INSURANCE

14. If any Loss under this policy is **Insured** under any other insurance policy, prior or current, then this policy shall cover such Loss, subject to its terms and conditions, only to the extent that the amount of such Loss is in excess of the applicable retention (or deductible) and limit of liability of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this policy. Any payment by **Insured**'s of a retention or deductible under such other insurance shall deplete, by the amount of such payment, the applicable Deductible Amount under this policy.

TERRITORY AND JURISDICTION

15. Coverage shall extend anywhere in *the World*.

CHOICE OF LAW FOR POLICY DISPUTES

16. The construction and enforcement of the provisions of this policy shall be determined in accordance with and governed by the laws of India. Except as provided in section 11. Allocation, any disputes relating to the construction and enforcement of this policy shall be submitted to the exclusive jurisdiction of the courts of India.

CANCELLATION

16. (A) The Company may at any time cancel the Policy on grounds of mis-representation, nondisclosure of material facts, fraud or non-cooperation by the **Insured** by sending thirty/forty five days' notice in writing to the **Insured** at his last known address in which case the Company shall return to the **Insured** a proportion/ pro-rata portion of the premium corresponding to the unexpired period of insurance provided that if no **Claim** has been paid under the policy.

The policy may also be cancelled by the **Insured** at any time by giving thirty/forty five days' notice in writing to the Company and in such Event the Company shall allow refund of premium at Company's short period premium calculation as given below provided no **Claim** has occurred up to the date of cancellation.

Table of Short Period Rates

Period of Risk (days up to)	Amount of premium to be retained by the Company
7	10%
30	25%
60	35%
90	50%
120	60%
180	75%
240	85%
Exceeding 240	100%

VALUATION AND FOREIGN CURRENCY

17. All premiums, limits, deductibles, **Loss** and other amounts under this policy are expressed and payable in Indian Rupees. If judgment is rendered, settlement is denominated, or any element of **Loss** is stated in a currency other than Indian Rupees, then payment under this policy shall be made in Indian Rupees at the mid-rate of exchange published in the currency conversion web site, Oanda.com, or, if it has ceased to be current, a currency conversion web site selected by the Company, on the date the final judgment is reached, the amount of the settlement is agreed upon, or the any element of **Loss** is due, respectively.

PERSONAL DATA PROTECTION

17 (A) The **Insured** is hereby informed that all personal **Data**, including all **Data** provided in this document and all subsequent **Data** provided by the **Insured** related to the fulfilment of the insurance contract, will be included in a **Data** file controlled by Future Generali India Insurance Company Limited. The **Data** will be processed for the purpose of fulfilling the insurance contract. The **Insured** hereby provides its express consent for the **Data** to be transferred/ disclosed to appropriate third parties including but not limited to other insurers or reinsurers, insurance and reinsurance brokers, regulatory authorities for coinsurance, reinsurance, portfolio assignment or management or for the adoption of anti-fraud measures



purposes. The **Insured** may at any time exercise its right to access, rectify, cancel or object to its **Data** being processed, by notifying Future Generali India Insurance Company Limited.

Should the **Insured** provide Future Generali India insurance Company Limited, with information related to the

Insured, any damaged parties or any third person, the Insured hereby declares that all the Data related to the

Insured, the damaged parties or any third person given to the Insurer have been provided by them, and that the **Insured**, the damaged parties or any third person have provided their consent for their **Data** to be transferred by the **Insured** to the Insurer for the fulfilment of the insurance contract in the terms established in this clause.

AUTHORISATION CLAUSE

18. By acceptance of this policy, the **Principal Organisation** agrees to act on behalf of all **Insured**'s with respect to the giving and receiving of notices of **Claim** or **Loss** or termination, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notices provided for in this policy and each **Insured** agrees that the **Principal Organisation** shall act on their behalf.

SUBROGATION

19. In the Event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the **Insured**'s rights of recovery, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit in the name of each **Insured**.

BANKRUPTCY

20. The bankruptcy, winding-up, receivership or insolvency of an **Insured** or of the estate of an **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights under this policy.

ALTERATION AND ASSIGNMENT

21. No change in, modification of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy which is signed by an authorised employee of the Company.

CONFORMITY

22. The provisions of this policy shall be read subject to the laws governing construction of this policy and if any provision of this policy are inconsistent with such laws then:

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- a) Where such provision can be read so as to give it a valid and enforceable operation of a partial nature it shall be read to the extent necessary to achieve that result;
- b) In any other case such provision shall be severed from this policy in which Event the remaining provisions shall operate as if the severed provision had not been included.

POLICY CONSTRUCTION

23. In this policy:

- a) The title and any headings or sub-headings are solely for convenience and form no part of its terms and conditions;
- b) The Schedule hereto is part of and forms an integral part of this policy;
- c) The singular includes the plural and the plural includes the singular, unless otherwise indicated; and
- d) A reference to one gender includes the other gender.

RIGHTS OF THIRD PARTIES

24. In this policy a person or **Organisation** that is not a party to this insurance contract shall have no right to enforce any of its terms.

REDRESSAL OF GRIEVANCE

In case of any grievance the insured person may contact the company through

Website: <u>https://general.futuregenerali.in/</u>Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: Fgcare@futuregenerali.in

- Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. Lodha I –Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express Highway Behind TCS, Thane West 400607
- Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.
- If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at <u>fggro@futuregenerali.in</u>.in or call at: 7900197777
- For updated details of grievance officer, kindly refer the link <u>https://general.futuregenerali.in/customer-service/grievance-redressal</u>
- If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for



redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <u>https://bimabharosa.irdai.gov.in/</u>



GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

At Future Generali, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

What is a grievance?

"Complaint" or "Grievance" means expression (includes communication in the form of electronic mail or other electronic scripts, Inbound Call, SMS, Letter), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities.

- Explanation: An inquiry/ query or request does not fall within the definition of the 'complaint' or 'grievance'.
- Complainant means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel.

We are always here for your help. You may use any of the following channels to reach us-

Helpline	Website	Email	Branch GRO	Complaint form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800	Click here to know more	Write to us at fgcare@futuregenerali.in	Click here to know your nearest branch.	Click here to raise a complaint

By when will my grievance be resolved?

- > You will receive grievance acknowledgement from us within 3 business days for your complaint.
- Final resolution will be shared with you within 2 weeks of receiving your complaint.
- Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

How do I escalate my complaint if I don't receive a response on time?

- You may write to our Grievance Redressal Office at fggro@futuregenerali.in
- You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address-

Future Generali India Insurance Company Ltd.

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2, Off Eastern Express Highway Behind TCS, Thane West – 400607

GRIEVANCE REDRESSAL PROCEDURE

What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority (IRDAI)-

- Call toll-free number **155255**
- Click here to register complaint online

Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel (care.assure@futuregenerali.in) as complaints for faster attention or speedy disposal of grievance, if any.

Insurance Ombudsman:

If you are still dissatisfied with the resolution provided, you may opt to approach the Office of the Insurance Ombudsman, provided the same is under their purview. Click here to know the guidelines for taking up a complaint with the Insurance Ombudsman.

In case you wish to send your complaint to insurance ombudsman. Click here to access the list of insurance ombudsman offices.