

Digit Commercial Cyber Insurance Policy (Commercial)

Add on Cover Wordings

Below mentioned are the add-on covers/ clauses/ endorsements available under “**Digit Commercial Cyber Insurance Policy (Commercial)**”.

The add-on covers/ clauses/ endorsements as applicable to Your Policy will be mentioned in Your Policy Schedule.

Sr. No.	Name of Add-On/Endorsement/Clause	UIN
1.	Wrongful Act – Definition Extension	IRDAN158CP0011V01202122/A0001V01202526
2.	Insured Persons – Definition Extension	IRDAN158CP0011V01202122/A0002V01202526
3.	Fake President Fraud Cover/ Social Engineering Fraud Cover	IRDAN158CP0011V01202122/A0003V01202526
4.	Advancement of Defence Cost Cover	IRDAN158CP0011V01202122/A0004V01202526
5.	Pro-active (IT Expert/Consultation Costs) Forensic and investigations costs Cover	IRDAN158CP0011V01202122/A0005V01202526
6.	PCI DSS Fines & penalties and assessment costs Cover	IRDAN158CP0011V01202122/A0006V01202526
7.	Psychological Support Expenses Cover	IRDAN158CP0011V01202122/A0007V01202526
8.	Clean Up Cost Cover	IRDAN158CP0011V01202122/A0008V01202526
9.	Reward Coverage Extension Cover	IRDAN158CP0011V01202122/A0009V01202526
10.	Contractual Liability Exclusion	IRDAN158CP0011V01202122/A0010V01202526
11.	Trade Secrets and Intellectual Property Exclusion	IRDAN158CP0011V01202122/A0011V01202526
12.	War, Terrorism, looting and Government Acts Exclusion	IRDAN158CP0011V01202122/A0012V01202526
13.	Unauthorized Collection of Data Exclusion	IRDAN158CP0011V01202122/A0013V01202526

1. **Wrongful Act - Definition Extension**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or any of its conditions, Point no 68. 'Wrongful Act' under 'Definitions' will be amended as under:

- ***Wrongful Act*** means any Security Wrongful Act and/or Media Wrongful Act and/or Disclosure Liability and/or Reputational Liability and/or Content Liability and/or Conduit Liability and/or Impaired Access Liability.

Accordingly following additional definitions of (a) Disclosure **Liability** (b) Reputational Liability (c) Content Liability (d) Conduit Liability (e) Impaired Access Liability will be included in the policy, which are mentioned as under:

- (a) **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 2. 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.
- (b) **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.
- (c) **Content Liability** - 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 first occurred on or after the Retroactive Date and before the end of the Policy Period.
- (d) **Conduit Liability** - Conduit Liability means loss sustained or allegedly sustained by a person because a System cannot be used, or is impaired, resulting directly from: A. a Cyber-attack into an Insured's System provided such cyber-attack was then received into a third party's System 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.
- (e) **Impaired Access Liability** - 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.

2. **Insured Persons - Definition Extension**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or any of its conditions, Point no 35. 'Insured Persons' under 'Definitions' will be amended as under:

- ***Insured Persons*** means the Company's employees and any person who was, is, or during the Policy Period, becomes a director or officer of the Company and Subcontractors working on behalf of company, entities the company is required by contract to add as an insured under the policy, but only for wrongful acts of company.

3. **Fake President Fraud Cover/ Social Engineering Fraud Cover**

- Notwithstanding anything to the contrary to this policy, it is hereby understood and agreed that to include Financial Loss resulting directly from the Insured having, in good faith; Transferred money from its own accounts arising from amendment of current payments detail of a customer, supplier, or service provider-

as a result of a fraudulent instruction (via e-mail, telephone or facsimile), communicated to an Employee of the Insured, by a person purporting to be:

- a director, officer, partner, member or sole proprietor of the Insured or other Employee of the Insured; or,
- a customer, supplier, service provider or adviser, or a representative or employee of such person or entity, that has a legitimate written agreement or a pre-existing written arrangement or agreement to provide goods or services to the Insured.
- cover under this Insuring Clause is subject to the condition that prior to making the transfer or amending the current payment details, the Employee of the Insured receiving the fraudulent instruction has Verified that the instruction is coming from a genuine person described in the policy above who has the authority to initiate the instruction.
- The following Exclusion is added to this Policy: The Insurer shall not be liable to make any payment for Loss sustained by the Insured resulting from a third-party purporting to be:
 - 1. a director, officer, partner, member or sole proprietor the Insured or other Employee; or,
 - 2. customer, supplier, service provider or adviser, or a representative or employee of such person or entity; unless such Loss is covered under the Insuring Clause (Social engineering fraud).
- For the purpose of this endorsement, following definition shall apply:
 - **Verified /Verify** means the genuineness of a person, who communicated the fraudulent instruction, verified independently from the person who communicated the fraudulent instruction and confirmed by the Insured:
 - through a telephone call back procedure consisting of calling the requestor by using the telephone number of such requestor which is (i) held on file by the Insured, or (ii) available in the internal phone directory of the Insured or (iii) verifiable into the public domain; where such instruction is in the form of an e-mail, by verifying and ensuring that the genuine requestors' work e-mail address has been used for such instruction, such verification to be done by sending a fresh e-mail to the work e-mail address of the requestor seeking confirmation of the instruction and obtaining the requestors' confirmation in reply to this mail.

This Extension will be subject to a Sub limit of Liability as mentioned in the schedule. All other terms, conditions and exclusions of this policy remain unaltered.

4. Advancement of Defence Cost Cover

The Company shall, prior to the final disposition of any Claim, Advance 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.

5. Pro-active (IT Expert/Consultation Costs) Forensic and investigations costs Cover (Cover to trigger in case of suspected events)

The Insurer will pay to or on behalf of any Company all Professional Fees (including in the case of suspected events) of forensic cyber risk specialists includes but not limited to the following –

- substantiating whether a Qualifying Breach of Data Security has occurred/is occurring, identifying the cause, establishing the extent of the breach.
- identify Personal information and Corporate Information that may have been compromised and for making recommendations as to how this may be prevented or mitigated.
- Containing or mitigating Qualifying Breach of Data Security, including but not limited to containing or mitigating a denial-of-service attack.
- resolving a denial-of-service attack and removing any malicious software, computer code or virus from the Company's Computer System and/or identifying any comprised data.
- and examining the Company's Computer System to determine the remediation actions that are required in order to comply with an Enforcement Notice.

- Cost of changes the records of the individuals affected or reasonably believed to be affected by actual or alleged Qualifying Breach of Data Security.
- Such Professional Fees can only be incurred from the date of notification to the Insurer.

6. PCI DSS Fines & penalties and assessment costs Cover

PCI-DSS Assessment	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 Qualifying Breach of Data Security
Acquiring Bank	means any bank which processes a merchant's Credit Card transactions and credit those transactions to a merchant's account.
Credit Card	means credit cards, debit cards, stored value cards and pre-funded cards
Card Association	means MasterCard, VISA, Discover, American Express, or JCB.
PCI-Data Security Standards (PCIDSS)	means generally accepted and published Payment Card Industry standards for data security, including but not limited to: <ul style="list-style-type: none"> • Install and maintain a firewall configuration to protect cardholder data; • Do not use vendor-supplied defaults for system passwords and other security parameters; • Protect stored cardholder data; • Encrypt transmission of cardholder data across open public networks. • Use and regularly update anti-virus software; • Develop and maintain secure systems and applications; • Restrict access to cardholder data by business need-to-know; • assign a unique ID to each person with computer access; • Restrict physical access to cardholder data; • Track and monitor all access to network resources and cardholder data; • Regularly test security systems and processes; and • Maintain a-olic that addresses information security

7. Psychological Support Expenses Cover

The Insurer shall pay the Psychological Support Expenses Sub limit of Liability as mentioned in the schedule incurred during the Policy Period. This extension of coverage applies excess of any indemnification available to the Insured from any kind of health insurance. The term "Psychological Support Expenses" shall mean any reasonable and necessary fees, costs and expenses incurred by an Insured, 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 remain unaltered.

8. Clean Up Cost Cover

Notwithstanding anything contrary to this policy, it is hereby understood and agreed that the cover has been extended under the policy for professional fess of the IT specialist to remove and suppress the harmful publication (whether in the form of videos, photographs or published statements) by any third party on internet through breaching company's official social media webpage.

For the purpose of above endorsement following exclusions be applicable –

- Any non-digital media (e.g. in print, radio or television broadcast).
- Damage caused by a journalist.

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

9. **Reward Coverage Extension Cover**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

- The terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and do not modify the terms, conditions, exclusions and other limitations contained in the policy unless specifically set forth herein. Unless otherwise set forth herein, the terms, conditions, exclusions and other limitations contained in the policy apply to the coverage provided by this endorsement.
- Reward Insuring Agreement - The Insurer may pay on an Insured's behalf, at the Insurer's sole and absolute discretion, as a Reward Fund. No Retention shall apply to this coverage.
- Solely with respect to the coverage afforded under this endorsement, 'Reward Fund' means any amount offered by the Insurer for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to the coverage afforded by any Coverage Section of this Policy.
- The Insurer shall not pay any Reward Fund for, and this policy shall not cover any amount based upon, any information provided by any Insured, an Insured's auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.
- Solely with respect to the coverage afforded under this endorsement, Limit of Liability of the General Terms and Conditions is amended to include the following paragraph at the end thereof –
 - The Insurer's maximum payment as a Criminal Reward Fund arising from any and all events occurring during the Policy Period, in the aggregate, regardless of the number of events, incidents or Claims or amount of Loss reported during the Policy Period.
- There shall be no Retention applicable to the coverage afforded by this endorsement. This endorsement is subject to sublimit mentioned in schedule. All other terms conditions and exclusions remain unchanged.

10. **Contractual Liability Exclusion**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or any of its conditions, Point no 3. 'Contractual Liability' under 'Exclusions- A. General Exclusions' will be amended as under:

- *any liability under any contract, agreement, guarantee or warranty assumed or accepted by an Insured except to the extent that:*
 - a. *such liability would have attached to an Insured in the absence of such contract, agreement, guarantee or warranty; or*
 - b. *coverage is afforded under E-payments/ Contractual penalties.*

Assumed Liability for any actual or alleged liability of any Insured under any contract 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. For Content Liability or Reputational Liability sustained by any person that: creates, designs, develops, or provides an for any Insured; or is an assign or heir of any person described in the policy, provided that this exclusion applies regardless of whether such content, material, or service was jointly created, designed, developed or provide by any Insured.

11. **Trade Secrets and Intellectual Property Exclusion**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or any of its conditions, Point no 4. 'Trade Secrets and Intellectual Property' under 'Exclusion - A. General Exclusions' will be amended as under:

- *Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, tradenames, copyrights, licenses or any other form of intellectual property but Breach of intellectual*

property except Patents and trade secrets. However, this exclusion shall not apply to coverage afforded under Media Liability Claim Cover.

12. War, Terrorism, looting and Government Acts Exclusion

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or any of its conditions, Point no 6. 'War, Terrorism, looting and Government Acts' under 'Exclusion - A. General Exclusions' will be amended as under:

- *Terrorism any form of war, riot, looting, government acts; Provided however that this exclusion shall not apply to actual, alleged or threatened Cyber terrorism.*
- *Cyber terrorism means the premediated use of disruptive activities against any Computer System or network, with the explicit threat to use such activities, that results in causing harm, furthering social, ideological, religious, political, or similar objectives, or intimidating any person(s) in furtherance of such objectives.*

13. Unauthorized Collection of Data Exclusion

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or any of its conditions, Point no 11. 'Unauthorized Collection of Data' under 'Exclusion - A. General Exclusions' will be amended as under:

- *Any unlawful or unauthorised collection of personal data or Client Information. Provided, however, that such exclusion shall not apply where such personal data or Client Information is collected by any of the Company's employees including resigned, retired or serving employees without the knowledge or approval of any of the Company's directors or officers.*