Digit Commercial Cyber Insurance Policy (Commercial)
UIN: IRDAN158CP0011V01202122
Policy Wordings

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PREAMBLE

The **proposal** and declaration provided by the **Insured** to **Us**, Go Digit General Insurance Limited (hereinafter called the **DIGIT/Us/We/Our/ Insurer**), forms the basis of this insurance and having received premium from the **Insured**, **We** agree to issue this **Policy** and indemnify the Insured up to the Limit of Liability, subject always to the following terms, conditions, warranties, exclusions, deductibles and limitations of the policy**.**

DEFINITIONS

1. **Additional Expenses** means the reasonable and necessary cost incurred by the **Insured** with **Insurer**'s prior written consent, which are over and beyond the normal business expenses to mitigate or minimize the **Business Interruption Loss** or prevent further damage. The amount of such expenses shall not exceed the amount by which the **Business Interruption Loss** is reduced.
2. **Affected Person** means any natural person whose personal information has been lawfully collected, maintained, or processed by or on behalf of the **Insured**.
3. **Application** means the written application or proposal for this Policy made by the **Policyholder**, including any document provided by the **Policyholder** or any other **Insured** inconnection with such application or proposal.
4. **Business** means all activities and operations stated in the **Policy Schedule.**
5. **Business Interruption** means the necessary and complete interruption or the slowdown in the **Company's** production or service operations. Service operations means activities that are not production and that are performed for clients and for which compensation is received.
6. **Business Interruption Event** means any of the following events:
   a) accidental, unintentional, or negligent act, error or omission of an employee of the **Company** in the operation or maintenance of the **Company's Computer System** causing a loss**,** destruction or modification of **Data** or **Computer Programmes**.
   b) unexpected technical failure of the **Company's Computer System** which causes a loss**,** destruction or modification of **Data** or **Computer Programmes** and which are not arising out of, based upon or attributable to an operational error as described under a) above or **Cyber Attack.** Technical failure includes failures in power supply, but only if the power supply is under direct operational control of the **Insured;** over and undervoltage and electrostatic build-up and static electricity.
   c) **Cyber Attack** provided always that these events occur in **Computer Systems** that are under direct operational control of the **Insured.**
7. **Business Interruption Loss** means:
   a) the reduction in net profits which is calculated in accordance with Calculation of **Business Interruption Loss** .; and
   b) **Additional Expenses**
8. **Claim** means:
   any written demand, suit or proceeding. A **Claim** shall be deemed to be first made or commenced when the Insured first becomes aware of it and,
   For the purposes of Coverage 4. Regulatory Costs and Fines Cover only:
      i. any official, administrative or regulatory investigation or audit conducted by a **Regulator**; or
      ii. any criminal prosecution brought by or at the instigation of a **Regulator** for any actual or alleged breach of any **Data Protection Legislation.**

   A **Claim** shall be deemed to be first made or commenced when any of the **Company's** directors or officers, partners or any member of the **Company's** risk management department, legal department, IT department or HR department or any senior manager of any other department first becomes aware of it.
9. **Client** means any third party or any customer of an Insured to whom **Insured** provides goods or services under a written contract or for a fee or other monetary consideration.
10. **Client Information** means:

a) confidential information owned by a **Client** which is in care, custody or control of an **Insured** in the ordinary course of its business; or
b) Information provided by a **Client** to the **Insured** which the **Insured** agrees in writing to treat as confidential.

11. **Company** means the **Policyholder** and its **Subsidiaries.**
12. **Company's Computer System** means a **Computer System** the **Company** leases, owns or operates or which is exclusively and securely made available or accessible to the **Company** for the sole purpose of storing and processing the **Company's Data.**
13. **Computer** means any electronic magnetic, optical or other high-speed Data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, Computer software, or communication facilities which are connected or related to the Computer in a **Computer system** or Computer network;
14. **Computer Programmes** means a collection of instructions that describe a task, or set of tasks,to be carried out by a **Computer System**, including application software, operating systems, firmware and compilers.
15. **Computer System** means a computer and all input, output, processing, storage, intranets and communication facilities including related communication or open systems networks and extranets which are connected directly or indirectly to such a device, including any informationtechnology to steer or control technical processes, embedded systems, SCADA systems (Supervisory control and data acquisition systems) or other industrial IT.
16. **Contractual Penalties** means any sum incurred by and enforced against the **Insured** as a penalty pursuant to terms agreed under a written contract.
17. **Consultant Costs** means the reasonable and necessary fees and expenses incurred by an external **IT Expert.**
18. **Coverage Territory** means the country of location of **Your Business as** mentioned in the **Policy Schedule**.
19. **Cyber Attack** means a targeted intrusion into the **Company**'s **Computer System**:
    a) which results in the transmission of unauthorized **Data** to the **Company's Computer System** or from the **Company's Computer System** to a **Third Party's Computer System** that is designed to modify, alter, damage, destroy, delete, record or transmit information without authorization, including **Data** that is self-replicating or self-propagating,or is designed to contaminate other **Computer Programmes** or legitimate computer **Data**, consume computer resources or in some fashion usurp the normal operation of a **Computer System**. This shall specifically include any denial of service attack;
    b) to obtain **Unauthorized Access or Use** to **the Company's Computer System.** A targeted intrusion is an intrusion or a series ofintrusions specifically directed against the **Company**. A series of intrusions are intrusions using the same weakness of **ComputerSystems** or using the same malicious programmes or codes.
20. **Cyber Extortion Loss** means:
    a) reasonable and necessary fees, costs and expenses incurred by or on behalf of the **Insured** with the prior written consent of the **Insurer** directly resulting from a **CyberExtortion Threat**;
    b) monies payable by the **Insured** with the prior written consent of the **Insurer** in order to resolve or terminate a **Cyber Extortion Threat**.
21. **Cyber Extortion Threat** means a credible and probable threat by an extortionist to cause a **Privacy Breach**, **Data Breach** or **Cyber Attack**.
22. **Damages** means the following, incurred as a result of a **Claim**:
    a) any amounts that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments or arbitral awards rendered against an **Insured**;
    b) monies payable by an **Insured** to a **Third Party** pursuant to a settlement agreementnegotiated by the **Company** with the prior written approval by the **Insurer**; or
    c) punitive or exemplary damages where insurable by the law of this Policy and thejurisdiction in which the payment is to be made.

    Damages shall not include:
    a) the loss, offset or return of fees, commissions, royalties, bonuses or profits by the **Insured** or the costs to reperform any services;

b) the costs to comply with any order for, grant of or agreement to provide injunctive or othernon-monetary relief;
c) the costs to design, upgrade, maintain, or improve a **Computer System** or **Computer Programme,** including correcting any deficiencies or problems;
d) taxes, fines or contractual penalties, unless covered under Coverage Regulatory Costs and Fines Cover and E-Payment / Contractual Penalties

23. **Data** means any electronic information in a form readily usable by a **Computer Programs**. This shall include but not limited to images, documents, audio/video clips, software, programmes.
24. **Data Breach** means:
    a) the accidental or negligent disclosure by the **Insured** or the **Outsourced ServiceProvider,** of **Client Information**; or
    b) the unauthorized access or use of **Client Information** stored in the **Company's Computer System**.
25. **Data Protection Legislation** means any law or regulation regulating the processing of personal information, including the Indian Information Technology Act, 2000 and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and or any amendments or modifications thereof, from time to time.
26. **Deductible** means the amount stated in the **Policy Schedule** payable by **You** in a manner and at such time as required by **Us.**
27. **Defence Costs** means reasonable and necessary legal fees, costs and expenses incurred by or on behalf of the **Insured**, with the prior written consent of the **Insurer**, in relation to the investigation, response, defence, appeal or settlement of a **Claim**, including the costs of attachment or similar bonds provided the **Insurer** shall have no obligation to furnish such bonds.
    Defence Costs shall not include any internal costs of the **Insured** (e.g. wages, salaries or other remuneration) or any amount paid by the **Insurer** or any other insurer pursuant to anypolicy or policies of insurance, other than this Policy, under which there is a duty to defend.
28. **Discovered** or **Discovery** means the first manifestation of the **Insured's** directors and officers,partners or any member of the **Company's** risk management department, legal department, IT department or HR department, or any senior manager of any other department, becoming aware of an event under Privacy and Data Breach Cover, **Business Interruption Loss** and Restoration Costs Cover, Hacker Theft Cover and Cyber Extortion Cover or reasonably suspecting that such event has occurred, and which would cause this person to reasonably assume that a **Loss** covered under Privacy and Data Breach Cover, **Business Interruption Loss** and Restoration Costs Cover, Hacker Theft Cover and Cyber Extortion Cover has been or is likely to be incurred,even though the exact amount or detail of the **Loss** may not be known at that time.
29. **Discovery Period** means the period commencing immediately after the expiry of the **Period of Insurance**/ **Cover Period**, during which written notice may be given to the Insurer of a **Claim** arising from an insuring clause that has occurred prior to the expiry date of the **Period of Insurance**/ **Cover Period** and only where Loss from such insuring clause is not partially nor wholly covered by any other insurance policy in force after the expiry date of the Policy.
30. **E-Payment Service Provider** means one of the following service providers: American Express, Mastercard, Visa, Maestro Card or any other similar service provider authorized by the competent payment services authority.
31. **Fines and Penalties** means all monetary fines and penalties that are insurable by the lawapplicable to this Policy and the jurisdiction in which the payment is to be made, which the**Insured** is legally obligated to pay following the conclusion of a **Claim** by a **Regulator.**
32. **Funds** mean any cash, money, currency owned by the **Company** or held by a financialinstitution in an electronic form on behalf of the **Company**.
33. **Governmental Acts** means any expropriation, nationalisation, confiscation, requisition, seizure or any other act by or under order of any governmental, de facto or public local authority.
34. **Insured** means the **Company** and the **Insured Persons**.
35. **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**.

36. **Indemnity Period** means the period which starts when the **Business Interruption** first occursand ends either
    - when the **Business Interruption** has ended; or
    - after 180 days, whichever is the lesser.
37. **IT Expert** means one of the experts Specified in **Policy Schedule** or any other IT expert appointed by the **Insured** with the prior written consent of the **Insurer**
38. **IT-Theft** means any **Third Party's** targeted intrusion into the **Company's Computer System** which results in fraudulent and unauthorized deletion or alteration of **Data** contained in the **Company's Computer System.**
39. **IT Theft Loss** means **Funds** wrongfully or erroneously paid by the **Insured** as a direct result ofan **IT Theft**.
40. **Limit of Liability/ Sum Insured** means the amount specified in **Policy Schedule,** which is the maximum amount for any one claim or in the aggregate for all claims made by the Insured under the policy during the Policy Period.
41. **Loss** means:
    - **Damages**;
    - **Defense Costs**;
    - **Response Costs;**
    - **Fines and Penalties** covered under Regulatory Costs and Fines Cover
    - **Contractual Penalties** covered under E-Payment / Contractual Penalties
    - **Restoration Costs**;
    - **Cyber Extortion Loss**;
    - **Business Interruption Loss**;
    - **IT Theft Loss**;
    - **Public Relation Expenses**;
    - **Consultant Costs**

    or any other amount the **Insurer** is liable to pay under the terms and conditions of this Policy.
42. **Media Wrongful Act** means, in the context of the **Insured's** publication or broadcasting of any digitalmedia content, any actual or alleged:
    a) defamation, unintentional infringement of any intellectual property, misappropriation or theft of ideas or information or improper deep-linking or Media framing;
    b) invasion, infringement or interference with an individual's rights of privacy or publicity, disclosure of private facts and commercial appropriation of name, persona or likeness;
    c) unfair competition, but only if alleged in conjunction with any of the acts listed in (a) or (b)above; or
    d) negligence by the **Insured** with respect to any digital media content.
43. **Merger or Acquisition** means:
    a) the merger of the **Policyholder** with, or consolidation into, another entity; or
    b) the sale of all or the majority of the **Policyholder's** assets to another entity; or
    c) the acquisition by any natural person or entity acting alone or in concert of securities or voting rights which results in ownership or control by the natural person or entity of more than 50% of the outstanding securities representing the present right to vote for the election of the board of directors of the **Policyholder**.
44. **Outsourced Service Provider** means any **Third Party** who stores or processes **Affected Person`s** personal data or **Client Information** pursuant to a written contract and for which the Insured is legally liable, but only where such personal data or **Client Information** is stored or processed on an exclusive cloud or system built, designed or established for the sole purpose of storing and processing such personal data or **Client Information** solely for the **Company**.
45. **Policyholder** means the entity specified as such in the **Policy Schedule.**
46. **Policy Period/Period of Insurance** means the period of time commencing on the Inception Date or **Retroactive Date** (as applicable) and terminating on the Expiration Date and Time shown in the **Policy Schedule,** or its earlier termination date, if any.
47. **Policy Schedule** means the document which includes but not limiting to details regarding the premium amount,

insured details, **Policy period**, **Deductible** and **Limit of liability**.

48. **Pollutant** means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic, hazardous substance or contaminant, including but not limited to lead, smoke, vapor, dust, fibres, mould, spores, fungi, mycota or by-products, germs, soot, fumes, acids, alkalis, chemicals, lead or products containing lead and waste materials. Such waste materials includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

    Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.
49. **Pollution** means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in a solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.
50. **Privacy Breach** means:
    a) any unauthorized disclosure by the **Insured** or by the **Outsourced Service Provider** ofany **Affected Person`s** personal data; or
    b) any unauthorized access or use of an **Affected Person's** personal data stored in the **Company's Computer System**;
    c) in actual or alleged breach of any **Data Protection Legislation**.
51. **Proposal** means the written application or proposal form or transcript for this Policy made by the Policyholder, including any document provided by the Policyholder in connection with such application or **Proposal** which shall be incorporated in and form the basis of this Policy.
52. **Public Relations Consultant** means one of the consultants named in **Policy Schedule** or any other crisis communications consultant appointed by the **Insured** with the prior written consent of the **Insurer**.
53. **Public Relation Expenses** means the reasonable and necessary costs incurred by the**Insured**, with the prior written consent of the **Insurer**, in retaining a **Public Relations Consultant**.
54. **Regulator** means any official or public body with responsibility to enforce **Data Protection Legislation** or Authority empowered to adjudicate the disputes/complaints, including but not limited to any Controller of Certifying Authorities, Deputy Controller of Certifying Authorities, Assistant Controller of Certifying Authorities, adjudicating officer, Cyber Appellate Tribunal, appointed or constituted under the Indian Information Technology Act, 2000 read with Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, or such other Regulator/adjudicating authority as may be designated/appointed, from time to time.
55. **Related Events** means all **Loss** or **Claims** which arise out of, are based upon or attributable toor connected in any way to the same originating cause or source.
56. **Response Costs** mean the reasonable and necessary fees and expenses of an external expert incurred by the **Insured**, with the prior consent of the **Insurer**, directly arising out of anyactual, alleged or suspected **Privacy Breach** or **Data Breach** in:
    a) analyzing the **Company's Computer System** in order to ascertain whether a **Privacy Breach** or **Data Breach** has occurred, the cause and extent of such **Privacy Breach** or **Data Breach** and how it can be mitigated;
    b) identifying and preserving relevant **Data** on the **Company's Computer System**;
    c) advising the **Insured** on its legal and regulatory duties to report such **Privacy Breach** or
    d) **Data Breach** to any relevant **Affected Person**, **Client** or **Regulator**;
    e) making notifications of such **Privacy Breach** or **Data Breach** to any relevant **AffectedPerson**, **Client** or **Regulator** according to legal and regulatory duties;
    f) determining the extent of any relevant indemnification obligations contained in any writtencontract between the **Insured** and any third party service provider;
    g) establishing and procuring for the relevant **Affected Persons** and **Clients**: new account numbers and credit monitoring services for a period of up to six months following the date of such **Privacy Breach** or **Data Breach**;
    h) complying with any other legal requirement owed by the **Insured** to the relevant **Affected Persons**.

57. **Restoration Costs** means the reasonable and necessary costs of an **IT Expert** incurred by the **Insured** as a direct result of any **Business Interruption Event** which is first **Discovered** during the **Policy Period** to:
    a) restore the **Company's Computer System** to the same level of functionality which existed immediately prior to such **Business Interruption Event**; and/or
    b) to technically restore, retrieve or reinstall **Data** or **Computer Programmes**, including thecost of purchasing a software licence necessary to reproduce such **Data** or **Computer Programmes**.

    Restoration Costs shall not include:
    a) the costs to comply with any order for, grant of or agreement to provide injunctive orother non-monetary relief;
    b) legal costs or legal expenses of any type;
    c) cost that the Insured would have incurred anyway without the **Business Interruption Event;**
    d) cost for the correction of manually incorrect input of **Data;**
    e) the costs to design, upgrade, maintain, or improve the **Company's Computer System** or **Computer Programme**;
    f) the **Insured**'s own internal costs (e.g. labour costs, overheads, etc) unless the **Insurer** provides its prior written consent to the incurring of such costs;
    g) the costs to restore **Data** or **Computer Programmes** which were solely stored inthe random access memory.
58. **Retroactive Date** means the date(s) as shown in **Policy Schedule.**

    This insurance does not apply to **Claim**, **Data Breach**, **Privacy Breach**, **Cyber Extortion Threat** or any **Wrongful Act** which occurs before the Retroactive Date, and is always subject to
    a. Narrower of applicable Limits and
    b. Lower of applicable coverage
    c. Evidence of Expiring cover through until Retroactive Date
59. **Security Wrongful Act** means any actual or alleged act, error or omission of the **Insured** as a result of which a **Cyber Attack** occurred.
60. **Subsidiary** means any entity that during the time of the **Policy Period** the **Policyholder**
    a) controls the composition of the board of Directors; and/or
    b) controls the voting power at any general meeting; and/or
    c) holds greater than 50% of the issued voting share capital; and/or
    d) exercises effective control of management, including of any joint venture.

    Cover for any **Subsidiary** shall only apply to **Loss** whichresults directly or indirectly from any **Data Breach, Privacy Breach**, **Wrongful Acts** or **Cyber Attacks** which took place, and are **Discovered**,while such entity is a **Subsidiary** of the **Policyholder**.
61. **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
62. **Third-Party** means any entity or natural person except (i) any Insured; or (ii) any other entity or natural person having a Financial Interest or executive role in the operation of the **Insured**.
63. **Trade Secret** means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.
64. **Unauthorised Access or Use** means the improper access or use of the **Company's Computer System** by an unauthorised person or an authorized person acting in an unauthorised manner.
65. **Waiting Period** means the period of hours as specified in **Policy Schedule** starting once the unavailability of the **Company's Computer System** has begun.
66. **War** means war, any invasion, act of foreign enemy, hostile operations (whether war has beendeclared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or martial law.
67. **We, Us, Our, Digit, Insurer** means Go Digit General Insurance Limited

68. **Wrongful Act** means any **Security Wrongful Act** and/or **Media Wrongful Act.**
69. **You, Your, Insured** means an entity or an organization as set out in **Policy Schedule**.

COVERAGES

Insuring Clause

We will pay to or on behalf of **You** the following **losses** resulting directly and exclusively from an event covered under the policy, provided that such event is first discovered and reported during the **Policy Period** or **Discovery Period**, if applicable and within the **Coverage Territory**, subject always to the **Limit of Liability** mentioned in the **Policy Schedule**, terms, conditions, warranties, exclusions and **Deductible.**

A. THIRD PARTY LIABILITY

1. Privacy and Data Breach Cover

a. **We** will pay to or on behalf of **You** for all **Damages** and **Defence Costs** arising from a **Claim** first made against **You**, or an **Outsourced Service Provider** for which **You** are legally liable, **during the Policy Period** or the **Discovery Period**, if applicable, by:

(i) an **Affected Person** for a **Privacy Breach**; or

(ii) a **Client** for a **Data Breach**.

b. **We** will pay to or on behalf of **You** for all **Response Costs** incurred by **You** in responding to any **Privacy Breach** or **Data Breach** first **Discovered** during the **Policy Period** or the **Discovery Period**, if applicable.

2. Network Security Claims Cover

We will pay to or on behalf of **You** for all **Damages** and **Defence Costs** arising from a **Claim** first made against **You** during the **Policy Period** or the **Discovery Period**, if applicable, for a **Security Wrongful Act**.

3. Media Liability Claims Cover

We will pay to or on behalf of **You** for all **Damages** and **Defence Costs** arising from a **Claim** first made against **You** during the **Policy Period** or the **Discovery Period**, if applicable, for a **Media Wrongful Act**.

4. Regulatory Costs and Fines Cover

We will pay to or on behalf of **You** for all **Fines and Penalties** and **Defence Costs** arising from a **Claim** by a **Regulator** first made against **You** during the **Policy Period** or the **Discovery Period**, if applicable, which arises out of a **Data Breach** or **Privacy Breach.**

5. E-Payment / Contractual Penalties

We will pay to or on behalf of **You** for all **Damages, Contractual Penalties** and **Defence Costs** arising from a **Claim** first made against **You** during the **Policy Period** or the **Discovery Period**, if applicable, by a **E-Payment Service Provider** alleginga negligent breach of any published Payment Card Industry Data Security Standards that **You** are required to comply with.

B. FIRST PARTY BUSINESS INTERRUPTION AND CRIME

6. Business Interruption Loss and Restoration Costs Cover

We will pay to **You** for:

a. **Business Interruption Loss** incurred by **You** due to a **Business Interruption** within the **Indemnity Period** as a direct result of the total or partial unavailability of the **Company's Computer System** first **Discovered** during the **Policy Period** which is caused by a **Business Interruption Event** and which exceeds the **Waiting Period;** and

b. **Restoration Costs** incurred as a direct result of a **Business Interruption Event** first **Discovered** during the **Policy Period.**

7. **Hacker Theft Cover**
   We will indemnify **You** for its own **IT Theft Loss** sustained as a direct result of I**T-Theft** first **Discovered** during the **Period of Insurance**.

8. **Cyber Extortion Cover**
   We will pay to or on behalf of **You** for the **Cyber Extortion Loss** that **You** incur solely and directly as a result of a **Cyber Extortion Threat** first **Discovered** during the **Policy period**.
   As a condition for payment under this cover **You** shall:
   a. keep the terms and conditions of this Cyber Extortion Cover confidential, unless disclosure to law enforcement authorities is required; and
   b. take all reasonable steps to notify and cooperate with the appropriate law enforcement authorities; and
   c. take all reasonable steps including the involvement of a security consultant with **Our** prior written consent, to effectively mitigate the **Cyber Extortion Loss**.

C. SERVICES

9. **Crisis Communication Cover**
   We will pay to or on behalf of **You** for an **Insured Public Relation Expenses** to prevent or reduce the effects of negative publicity which **You** reasonably believes to arise from an event covered under this Policy.

10. **Consultant Services Cover**
    We will pay to or on behalf of **You** for the **Consultant Costs** incurred by **You:**
    a. In order to prove the amount and the extent of a covered **Loss** and to investigate the source of such **Loss** and adequate steps to mitigate it.
    b. In case **You** are on the ground of facts reasonably suspects a **Privacy Breach**, **Cyber Attack** or **Business Interruption Event**, to investigate if and to what extend such **Privacy Breach**, **Cyber Attack** or **Business Interruption Event** has taken place, the causes of such event and how it can be mitigated.

IN-BUILT COVERS

The inbuilt cover and the Limit of Liability for inbuilt cover under Coverage is mentioned in Your **Policy Schedule**, wherever applicable. These limits are within the Limit of Liability opted under Coverage. The terms and conditions for the inbuilt cover is as mentioned below.

1. DISCOVERY PERIOD

The **Policyholder** shall be entitled to extend the **Discovery Period** up to number of days as specified in **Policy Schedule,** subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, warranties, exclusions and **Deductible** of this **Policy**.
Specific Conditions applicable to this cover:

i. In the event this Policy is neither renewed, for reasons other than for non-payment of the premium, nor replaced with another similar insurance Policy, **You** will automatically be entitled to a **discovery period** as specified in **policy schedule**, without payment of additional premium.
ii. **Policyholder** has to request Us for extended **discovery period** in writing not later than discovery period as specified in **Policy Schedule** after the expiry of the **Policy Period.**

2. EMERGENCY COSTS

Where it is not possible to obtain **Our** prior written consent, **We** will retroactively approve the reasonable and necessary **Defence Costs, Response Costs,Restoration Costs or Consultant Costs**, subject always to the **Limit of Liability** mentioned in the **Policy Schedule** against this cover, terms, conditions, warranties, exclusions and **Deductible** of this **Policy.**

EXCLUSIONS

A. General Exclusions

We will not be liable under this **Policy** in respect of:

1. **Dishonest or Improper Conduct**

   Any:

   a. deliberate, criminal, fraudulent, dishonest or malicious act or omission; or
   b. intentional or knowing violation of any duty, obligation, contract, law or regulation; or
   c. intentional causing of a **Business Interruption Loss**

   by the **Company's** Chief Executive Officer, Chief Financial Officer, Chief Risk Officer, General Counsel, Head of IT department, Head of HR department, Data Protection Officer and Chief Compliance Officer or any **Insured Person** in a functionally equivalent position.

   Provided, however, the **Insurer** shall advance **Defence Costs** until there is

   a. a final decision of a court, arbitration panel or **Regulator**, or
   b. a written admission

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

2. **Bodily Injury/ Property Damage**

   Any actual or alleged bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused or damage to or destruction of any tangible property, including loss of use thereof. **Data** and **Computer Programmes** are not considered tangible property.

   However, this exclusion shall not apply to **Claims** to the extent that they:

   a. are in respect of mental anguish or emotional distress or disturbance of an **Affected Person** resulting from a **Privacy Breach** or **Media Wrongful Act**; or
   b. result from a loss or theft of elements of the **Company's Computer Systems.**

3. **Contractual Liability**

   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.

4. **Trade Secrets and Intellectual Property**

   Any actual or alleged plagiarism or infringement of any **Trade Secrets,** patents, trademarks, tradenames, copyrights, licenses or any other form of intellectual property. However, this exclusion shall not apply to coverage afforded under Media Liability Claim Cover.

5. **Trading**

   any losses or liabilities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal funds, currencies, foreign exchange, cryptocurrencies/ digital currency/ virtual currency and the like.

6. **War, Terrorism, looting and Government Acts**

Any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny , military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, Terrorism or loot, sack or pillage in connection therewith, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or government act or looting or public or local authority.

7. Pollution

a. This insurance does not apply to any damages, **Loss**, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**.

b. This insurance does not apply to any damages, **Loss**, cost or expense arising out of any:

i. demand, order, request or regulatory or statutory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or

ii. **Claim** or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.

Points a. and b. above apply regardless of whether or not the **Pollution** was expected, gradual, intended or preventable.

8. Prior Acts

Any liability arising from or attributable to any **Claim**, **Data Breach**, **Privacy Breach**, **Cyber Extortion Threat** or **Wrongful Act** first occurring prior to the **Policy Period** as specified in **Your Policy Schedule**.
If **retroactive date** is mentioned in policy schedule then any **Claim**, **Data Breach**, **Privacy Breach**, **Cyber Extortion Threat** or **Wrongful Act** first occurring prior **retroactive date** will not be covered.

9. Prior Claims/ Circumstances

any **Claim**, **Data Breach**, **Privacy Breach**, **Cyber Extortion Threat** or **Wrongful Act** or anyfact, event or circumstance which is likely to give rise to a **Claim**, **Data Breach**, **Privacy Breach**, **Cyber Extortion Threat** or **Wrongful Act**
a. notified to any prior insurance policy; or
b. which the **Insured** was aware of prior to the **Policy Period**.

10. Natural perils

Any loss arising out of below natural peril:

a. electromagnetic fields or radiations
b. earthquake

11. Unauthorized Collection of Data

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** iscollected by any of the **Company's** employees without the knowledge or approval of any of the **Company's** directors or officers.

12. Unsolicited Communication

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

13. Licensing Fees

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

or royalty payments.

14. Antitrust

Any actual or alleged antitrust violation, restraints of trade or unfair competition. However, this exclusion shall not apply to cover afforded under Media Liability claim cover.

15. Wear and Tear, Design Failure and Untested Programmes

- ordinary wear and tear or gradual deterioration of the **Company's Computer System**;
- failure in design, architecture or configuration of the **Company's Computer System** including failures in capacity design;
- changes of IT systems, including the testing thereof. Any incident that occurs within 24 hours of this change, shall be assumed to be attributable to this; or
- **Computer Programmes** that are not ready for operation or have not been successfullytested or which **You** are not authorised to use.

16. Sanctions and Limitations

We shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision or such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

17. Inadequate Description and Financial Communications

This is a specific Exclusions Applicable to Media Liability Claims Cover

We will not be liable under this **Policy** in respect of:

i. actual or alleged inadequate, inaccurate or incomplete description of the price of goods,products, services and cost guarantees, cost representations, cost estimates and the authenticity of any goods, products or services or the failure of any goods, products or services to confirm with any representation regarding their quality or performance;
ii. actual or alleged errors in financial data or information disseminated or publicized by the **Company**;
iii. gambling, lottery, contest, promotional game or other games of chance; or
iv. any pornographic content.

B. **Specific Exclusions Applicable to Business Interruption Loss and Restoration Costs Cover**

We will not be liable under this **Policy** in respect of loss arises out of, upon or attributable to the following:

a. Network Interruption: any interruption or disturbance of electricity, internet, cable, satellite, telecommunication or otherinfrastructure, including disturbance of services provided by the service provider that hosts the Insured's website, blackouts and brownouts. Providing, however, that this exclusion shall only apply to such interruptions and disturbances that are outside of **Your** control.

b. Scheduled interruption, maintenance: any scheduled interruption or any maintenance of the **Company´s Computer System.**

c. Insufficient Capital: any increase in **Business Interruption Loss** as a result of **Your** inability to provide sufficient capital to restore the **Company's Computer System** or to recover **Data.**

DUTIES OF THE INSURED

1. **Reasonable Precaution-**
   It is a condition precedent to coverage hereunder that the **Insured** shall take all reasonable measures (taking into account the size and complexity of the **Insured** and resources available) to safeguard the **Company's Computer System** and prevent the occurrence and to minimize the impact of any **Cyber Attack** or **Business Interruption Event**.

IN THE EVENT OF A LOSS

1**. Notification**

It is a condition precedent to coverage hereunder that:

(a) upon **Discovery**, the **Insured** shall give written notice thereof to the **Insurer** as soon as reasonably practicable, but in any event not later than days as mentioned in the **policy schedule** after the end of the **policy period**;

(b) upon receipt of any **Claim**, the **Insured** shall give written notice thereof to the **Insurer** assoon as reasonably practicable, but in any event not later than days as mentioned in the **policy schedule** after the end of the **Policy Period** or **Discovery Period**, if applicable; and

(c) if, during the **Policy Period**, the **Insured** becomes aware of any fact, event or circumstance which is likely to give rise to a **Claim** then the **Insured** shall give written notice thereof to the **Insurer** as soon as reasonably practicable and, in any event, duringthe **Policy Period**.
All notifications and all communications under this Policy must be in writing to the address setforth mentioned in the **Policy Schedule.**

2. **Defence and Settlements**
   We shall be entitled to fully participate in the defence and at the negotiation stage of any settlement that is reasonably likely to involve or appear to involve. However, the right and duty to defend and contest the **Claim** shall lie solely on You. As condition precedent to liability under the policy, You shall provide **Us**, at **Your** own cost with all documentation, information, assistance, co-operation that may be requested and required towards, investigation, defence, settlement or appeal of a **Claim** or circumstances. You shall take all reasonable steps to mitigate the loss in **Your** capacity immediately within reasonable period of time.

3. **Cooperation**
   It is a condition precedent to coverage hereunder that the **Insured**:
   i. takes all reasonable steps to reduce or minimise **Loss**;
   ii. in connection with the coverage afforded under Covers – 6. Business Interruption Loss and Restoration, cost cover, 7. Hacker Theft Cover and 8. Cyber Extortion Cover submits to Us (at its own cost) a written, detailed proof of **Loss** which provides an explanation of the circumstances and a detailed calculation of such **Loss**;
   iii. provides to Us all such cooperation and assistance as **We** may request inconnection with such **Loss**; and
   iv. shall not admit liability, make any payments, assume any obligations, enter into any settlement accept any judgement or award without the ***Insurers*** prior written consent.

4. **Calculation of Business Interruption Cost**

Business Interruption Loss shall comprise of:

a. The amount that the **Company´s** net operating profit (excluding profits out of capital and investment gains and before tax) during the Indemnity Period falls back behind the projected **Company´s** net operating profit for that period as a direct result of the total or partial unavailability of the **Company's Computer System**. For the purpose of projecting the net operating profit during the Indemnity Period which would have been earned if the **Business Interruption** had not occurred, the Company´s revenues during the 36 months prior to the unavailability will be taken into consideration as well as all relevant trends and business developments that would have affected the **Company**´s net operating profit without the unavailability of the **Company's Computer System**; and Fixed charges and other operating expenses but only to the extent that such expenses must continue during the Policy Period and to the extent that these expenses are not covered by the **Company´s** revenues as a direct result of the total or partial unavailability of the **Company's Computer System**.

b. In calculating the **Business Interruption Loss** and to come to a result that shall represent as nearly as may be reasonable practicable the results which but for the unavailability of the **Company's Computer System** would have been obtained during the Indemnity Period, any related benefits shall be calculated against the **Business Interruption Loss** including but not limited to:

i. Any alternative methods used by the **Company** to maintain its revenue stream,

ii. any additional profits at another location of the Company or at a later time, but not later than 6 months after the unavailability of the **Company's Computer System** that are caused by the same impairment (shift of profits) shall be calculated against the **Business Interruption Loss** or

iii. any sums saved during the Indemnity Period in respect of any variable charges and expenses of the **Company** which may cease or be reduced as a consequence of the unavailability of the **Company's Computer System**

Business Interruption Loss shall not include:

i. loss resulting from suspension, cancellation or lapse of any lease, contract, license or orders by the **Company**,

ii. fines and damages for breach of contract or for late or noncompletion of orders,

iii. penalties of any nature.

5. **Other Currency**

In the event that a Loss is suffered in a currency other than the currency stated in the Schedule, the rate of exchange applicable thereto for the purposes of determining the valuation of Loss shall be the closing average rate on Discovery
(or if Discovered during a weekend or national holiday, on the next business day thereafter)

6. **Transfer of Rights of Recovery against Others (Subrogation)**

You shall take all steps necessary or such steps as are required by **Us** before or after any payment by **Us** under this **Policy** to preserve the rights and remedies which **You** may have to recover the **Loss**. If any payment is to be made under this **Policy** in respect of a **Claim**, **We** shall be subrogated to all **Your** rights of recovery whether or not payment has in fact been made and whether or not **You** have been fully compensated for its actual **Loss**. **We** shall be entitled to pursue and enforce such rights in the name of an Insured, who, both before and after payment under this **Policy**, shall provide **Us** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. **You** shall do nothing to prejudice **Our** rights under this subrogation clause.

We agree not to exercise any such rights of recovery against any **insured** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.
Any amounts recovered in accordance with this clause shall be applied in the following order:
(i) to compensate **Us** and **You** for the costs incurred in making the recovery (such payment to be allocated between **Us** and **You** in the same proportions as they have borne the costs thereof); and
(ii) to **Us** up to the amount of the **Loss** paid by **Us**; and
(iii) to **You** in respect of any uninsured element of the **Claim** (including the **Deductible**).

LIMIT OF LIABILITY

1. Limit of Liability

Our maximum liability to pay or indemnify under this policy for each and every loss and for all loss in total shall not exceed the **Limit of Liability** as specified in the Policy Schedule for the respective clauses during the Policy Period.

2. Loss Attribution Related Event

All **Related Events** shall constitute one single **Claim** or **Loss** and shall be all deemed to be first made or **Discovered** when the earliest of any one of such **Claims** or **Loss** was first made or **Discovered.**

CHANGE IN RISK

1. Change in Risk

b. New Subsidiaries

If during the **Policy Period** any **Company** creates or acquires a **new Subsidiary**, it shall automatically be covered under this Policy provided that:

i. the **Subsidiary** created or acquired does not have a turnover exceeding 10% of theconsolidated net turnover of the **Policyholde**r at the time of inception of the Policy;
ii. the **Subsidiary** is not a Financial Institution, telecommunication company, IT serviceprovider or derives more than 50% of its turnover from online sales; and
iii. the **Subsidiary** is not domiciled in the United Statesof America or its territories or possessions and derives not more than 50% of its turnover from activities in the United States of America orits territories or possessions.

c. Past Subsidiaries

If an entity ceases to be a **Subsidiary** under this Policy during the **Period of Insurance**, then no coverage shall be afforded under this Policy for any Loss of or Claim made against such **Subsidiary** after the date it ceased to be a **Subsidiary.**

d. Merger or Acquisition

If during the **Policy Period** a **Merger or Acquisition** occurs, the **Insurer** shall only be liable to make any payment under this Policy in relation to any **Loss** or **Claim**, based upon or attributable to any **Data Breach, Privacy Breach, Cyber Extortion Threat or Wrongful Act** covered hereunder which occurred prior to the date on which the **Merger or Acquisition** is legally effective in the jurisdiction in which it occurs.
The **Policyholder** shall give the **Insurer** written notice of the **Merger or Acquisition** as soon aspracticable after the **Policyholder** first becomes aware of the **Merger or Acquisition**.

e. Receivership, liquidation

If a receiver, liquidator, administrator or equivalent under the laws of any jurisdiction is appointed to any **Insured** during the **Period of Insurance**, the **Insurer** shall only be liable to make any payment under this Policy in relation to any Loss based upon or attributable to any **Data Breach,Privacy Breach, Cyber Extortion Threat or Wrongful Act** covered hereunder which occurredprior to the effective date of such appointment.

GENERAL CONDITIONS

I. Admission of Liability

Unless **You** have obtained **Our** prior written consent, neither **You** nor any of **Your** subsidiaries, agents or others acting on **Your** behalf may:

a. admit liability, fault or guilt in connection with any event.
b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
c. settle any third-party **Claim**, even though it may be within the amount of the **Deductible.**

II. Policy Deductible

Subject to the policy limits that apply, **We** will pay only that part of the total of all covered loss that exceeds the **Deductible** amount shown in the **Policy Schedule**.

III. Allocation

In the event that any **Claim** involves both covered matters and matters or persons not covered under this **Policy**, a fair and proper allocation of any **Claims Expenses**, Compensation, judgments and/or settlements shall be made between each Insured and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy**.

IV. Related Claims

If during the **Policy period,** a **Claim** is made, or a circumstance is notified in accordance with the requirements of this **Policy** any **Related Claim** made after expiry of the **Policy period** will be accepted by **Us** as having been:

i. made at the same time as the notified **Claim** was made or the relevant circumstance was notified; and
ii. notified at the same time as the notified **Claim** or circumstance.

All **Related Claims** shall be deemed to be one single **Claim** and deemed to be made at the date of the first **Claim** of the series or at the first circumstance notified, whichever is first.

V. Cancellation

a. **Cancellation by Insured**

Policy may be cancelled at the option of the insured with Fifteen (15) days' notice of cancellation and **We** will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the **Policy**. The balance premium, if any, will be refundable to the insured.

In case of cancellation of **Policy** by the insured, premium would be refunded as per below table subject to there being no **Claim** under the **Policy**:

Period on Risk	**% of Premium to be Refunded**
Not Exceeding 1 Week	90% of the Annual Premium
Not Exceeding 1 Month	75% of the Annual Premium
Not Exceeding 2 Months	65% of the Annual Premium
Not Exceeding 3 Months	50% of the Annual Premium
Not Exceeding 4 Months	40% of the Annual Premium
Not Exceeding 6 Months	25% of the Annual Premium
Not Exceeding 8 Months	15% of the Annual Premium
Exceeding 8 Months	0% of the Annual Premium

b. **Cancellation by Insurer:**
This insurance may also at any time be terminated at the option of the **Insurer**, on Fifteen (15) days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

c. **Your Policy** will automatically be cancelled from the time **Your Business** becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or **Trustee** in bankruptcy is appointed to **You** or any of **Your** assets.

d. No refund of premium shall be due if the **Insured** has made a **Claim** under this **Policy**.

VI. Terms / The Application

All statements made in the Proposal for this **Policy** and any material submitted therewith , as a supplement thereto, or required thereby, either in physical or in electronic format are the basis of this **Policy** and, together with the **Policy Schedule** and any Endorsements to this **Policy**, are hereby deemed material and are incorporated into and made a part of this **Policy** and this **Policy** is issued in reliance upon such Proposal and other material submitted to **Us**.

VII. Other Insurance

Unless otherwise required by law, cover under this Policy is provided only as excess cover and as difference in condition cover to any self-insurance or other applicable insurance, unless suchother insurance is written only as specific excess insurance over the **Limit of Liability**. The difference in condition cover shall include where and to the extent that the other applicable insurance does not pay due to an applicable retention or deductible.

VIII. Interpretation

Words and expressions in the singular shall include the plural, and vice versa. Also, where a term of this **Policy** is not specifically defined, it is agreed that the definition normally attributed to it by any applicable law or business practice shall apply. In this **Policy** capitalized and bolded words have special meaning and are defined.

This **Policy**, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

i. headings are descriptive only, not an aid to construction;
ii. the male includes the female and neuter;
iii. all references to specific legislation include amendments to and re-enactments of such legislation; and
iv. references to positions, offices or titles shall include their equivalents in any jurisdiction in which a **Claim** is made or **Inquiry** conducted.

IX. Fraudulent Claims

If any Insured shall give any notice or **Claim** cover for any **Loss** under this **Policy** knowing such notice or **Claim** to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the **Policy**, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this **Policy** in its entirety, and in such case, all cover for **Loss** under the **Policy** shall be forfeited, all premium shall be deemed fully earned and non-refundable and the **insured** shall reimburse the Insurer for any payments made under this **Policy**.

X. No Third-Party Rights

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

XI. Territorial Scope

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

XII. Governing Law & Jurisdiction

Where legally permissible and subject to all terms and conditions of this **Policy**, this **Policy** shall apply to any **Claim** made against **You** within **Coverage Jurisdiction** stated in the **Policy Schedule**.

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

XIII. Examination of Your Books and Records

We may examine and audit **Your** books and records as they relate to this **Policy** at any time during the **Policy period** and until the later of three years after termination of this **Policy** or one year after final disposition of all **Claims** arising out of any **Occurrence,** provided notice of which has been given under this **Policy**.

XIV. Inspections and Surveys

We have the right, but **We** are not obligated to:

i. make inspections and/or surveys at any time
ii. give **You** the reports on the conditions that **We** find; and
iii. recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety or compliance inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor do **We** warrant that conditions are safe or healthful or comply with laws, regulations, codes and standards.

XV. Legal Action against Us

No person or organization has a right under this insurance to:

i. join **Us** as a party or otherwise bring **Us** into a **Suit** seeking damages from an Insured; or
ii. a person or organization may sue **Us** to recover on an Agreed Settlement or on a final judgment against an Insured obtained after an actual trial in a civil proceeding; or
iii. arbitration or other alternative dispute resolution proceeding; but **We** will not be liable for any damages, **Loss**, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organization sues **Us** on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against **Us** must be brought in and determined exclusively in the courts of India, subject to first complying with the Arbitration proceedings provisions set out above**.**

XVI. Observance to Terms and Condition

The premium payable under this policy shall be paid in advance. No receipt for premium shall be valid except on the official form/official website of the Insurer. The due payment of premium and observance and fulfilment of the terms, conditions and **Endorsement** of this policy by You shall be a condition precedent to any liability of the Insurer to make any payment under this policy.

No waiver of any terms, provisions, conditions and **Endorsement** of this policy shall be valid unless made in writing and signed by an authorized official of the Insurer.

Any violations of terms & conditions will make the policy voidable at the option of the insurer depending on the

degree of implication on the loss occurred, recovery prospects & investigation except in case of fraud & misrepresentation.

XVII. Policy Modifications

This **Policy** contains all the agreements between **You** and **Us** concerning the insurance afforded. This **Policy's** terms can be amended or waived only by endorsement issued by **Us** and made a part of this **Policy**.

XVIII. Renewal

Digit is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the **Insured**. The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this **Product**.

XIX. Sole Agent

The first **Insured** shown in the **Policy Schedule** shall be the sole agent of all **Insured** under this **Policy** for the purposes of:

i) ascertaining all information requested in the Proposal for this **Policy**;
ii) submitting the Proposal and any other underwriting information for this **Policy** or any renewal hereof;
iii) giving and receiving any required notice under this **Policy**;
iv) effecting or accepting any amendment to, or cancellation of this **Policy**;
v) paying all premiums and receiving any return premiums that may become due under this **Policy**;
vi) keeping records of the information that **We** need for premium adjustment and sending **Us** copies of such records at such times as **We** may request;
vii) accepting any sums paid by **Us** to the **Insured** in connection with **Our** liability under this **Policy**; and
viii) submission of a dispute to arbitration.

XX. Submission means:

i. each and every signed proposal form, the statements, warranties, and representations therein, its attachments either in physical or in electronic format;
ii. the financial statements of any **Insured**; and
iii. other **Documents** of any **Insured** filed with a regulator and all other material information; submitted to **Us** in connection with this **Policy**.

XXI. Dispute Resolution (Arbitration)

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.

XXII. Transfer of Rights and Duties (Assignment)

Your rights and duties under this **Policy** may not be transferred without **Our** written consent except in the case of the death of an individual who is an **Insured**.

XXIII. **Notice**

Any notice required to be given under this **Policy**:

i) By **You** will be given to **Us** only by mailing or delivering such notice at the address shown in the **Policy Schedule**. Notice to **Our** or **Your** agent will not constitute notice to **Us**.
ii) **By Us** will be given by mailing or delivering such notice to the **Insured** first shown in the **Policy Schedule** at the address shown therein.

If notice is mailed, proof of mailing will be sufficient proof of notice.

XXIV. Sub-Limited Covers

For those Losses subject to sub-limits as stated in the Policy Schedule, the maximum liability of the Insurer shall be the indicated sub-limit, regardless of the number of Losses and Circumstances and regardless of the numbers of Insureds claiming under this Policy. When the sub-limit applicable to a type of Loss is exhausted, no further Loss of the same type shall be payable hereunder.

Save where otherwise stated in the Schedule, sub-limits are aggregate for the whole Policy Period and Extended Trigger Period and are included in and not in addition to the Aggregate Limit of Liability stated in the Policy Schedule.

XXV. Customer Grievance Redressal Policy:

We are committed to extend the best possible services to its customers. However, if **You** are not satisfied with **Our** services and wish to lodge a complaint, please feel free to call **Our** 24X7 Toll free number 1800-258-5956 or **You** may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, **We** will send **Our** response.

Senior Citizens can now contact **Us** on 1800-258-5956 or write to **Us** at seniors@godigit.com.

Email: grievance@godigit.com

For further information, please refer the below link,

https://www.godigit.com/claim/grievance-redressal-procedure

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

If **You** do not get a satisfactory response from **Us** and **You** wish to pursue other avenues for redressal of grievances, **You** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Sl. No	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Blda. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376S99, 040-23328709

		A. C. Guards. Lakdi-ka-pool, Hyderabad 500004		
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur -302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-23S8336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

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