Indicative Policy Wordings

Cyber Liability Insurance

Scope of Cover

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

1 <u>Insuring Clauses</u>:

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

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

framing

2 Extensions:

	<u>xtensions</u> :				
2.1	Extended	If this Policy is not:			
F	Reporting				
F	Period	(a) renewed by the Insurer or the Policyholder ; nor			
		(b) replaced by the Insurer , nor			
		cancelled by the Insurer in accordance with Clause			
		6.16,			
		then the Policyholder shall have the right to an Extended			
		Reporting Period.			
	New	(a) The definition of Company is extended to automatically			
S	Subsidiary	include any entity which becomes a Subsidiary during			
		the Policy Period if such entity:			
		(i) has annual revenues below the percentage as			
		mentioned at Item 10 of the Schedule of the			
		total consolidated revenue of the Policyholder ;			
		(ii) undertakes same Professional Services as			
		undertaken by the Company and covered under			
		this Policy;			
		(b) If the entity is excluded from coverage on account of (i)			
		to (ii) above, then to extend coverage ,the Company			
		must:			
		(i) provide the Insurer with additional information			
		as the Insurer may reasonably require;			
		(ii) accept any notified alteration in the terms of this Policy; and			
		(iii) pay any additional premium specified by the			
		Insurer, before the end of the specified period.			
		modici, before the ond of the specified period.			
2.3 F	irst Party	The definition of Loss is extended to include:			
C	Costs				
		(a) Credit Monitoring Costs;			
		(b) Crisis Management Costs;			
		(c) Cyber Extortion Costs;			
		(c) Cyber Extertion Costs,			
		(d) Data Restoration Costs;			
i		· · ·			

	(e) Forensic Costs;		
	(f) Legal Representation Costs		
	(g) Privacy Notification Costs		
	(h) Regulatory Fines and Penalties.		
	The sub-limits for each cover above is as specified in Item 7 of the schedule		
2.4 Business Interruption Loss	by the Company, upto the limit mentioned in Item 8a of the		
	Schedule.		

3 <u>Exclusions</u>:

A) Exclusions applicable to all Insuring Clauses

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

3.1	Anti -trust	any actual or alleged unfair competition, antitrust violations, deceptive trade practices, or restraint of trade or antitrust statute, legislation, or regulation. However this exclusion shall not apply to Insuring Clause 1.3
3.2	Bodily Injury/ Property Damage	a) any Bodily Injury other than wrongful infliction of emotional distress or mental anguish arising out of actual or alleged Multimedia Activities , Privacy Breach , Security Breach as covered under Insuring Clauses 1.1 and 1.3; or b) Property Damage other than loss or destruction of Data or the theft of Company's Computer Systems
3.3	Insolvency	administration or receivership of the Insured
3.4	Employers Liability	a) Any bodily injury, sickness, disease, death or emotional distress or disturbance, to any

		employee of the Company ;
2.5	Company of Linkship	b) Responsibilities, obligations or duties imposed on the Insured by laws pertaining to pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts.
3.5	Contractual Liability	any assumption of liability under a contract or agreement. Provided however that this exclusion will not apply:
		(i) with respect to the coverage provided by Insuring Clause 1.1 & 1.3 e; or
		(ii) to the extent the Insured would have been liable for such Loss in the absence of such contract or agreement;
3.6	Prior Acts	any act, error, omission, Privacy Breach or Security Breach or Multimedia Activities that occurred prior to the Prior Acts exclusion date specified at Item 11 of the Schedule
3.7	Criminal, Dishonest and Fraudulent Acts	any wilful disregard or non-compliance with a ruling, direction or injunction by a court, tribunal, arbitrator or a regulator within the jurisdiction and/or deliberate commission, aiding, abetting or condoning of or conniving in: (i) a dishonest, malicious or fraudulent act; or (ii) a criminal breach of law or regulation,
		if committed by the Company's :
		(a) President, members of the Board of Directors, Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, Chief Information Officer; Chief Security Officer; Chief Privacy Officer and any individual in a substantially similar position as those referenced above whether acting on their own or in collusion with others; or
		employees or Outsourcers acting in collusion with any of the Company's President, members of the Board of Directors, Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, Chief Information Officer; Chief Security Officer; Chief Privacy Officer and any individual in a substantially similar position as those referenced aboveThe Insurer will continue to pay on behalf of an Insured , Defence

		Costs under this Policy until a dishonest, criminal or fraudulent act, error or omission is found by a court, tribunal, arbitrator or Regulator to have been committed by an Insured. Following such finding the Insurer shall be entitled to repayment of any amount paid to the Insured under this Policy.			
3.8	Intellectual Property	any actual or alleged: infringement, misuse or abuse of patent, trade name, trademark and trade secret. This Exclusion shall not apply to Insuring Clause 1.2			
3.9	Infrastructure	any mechanical, electrical, telecommunications or satellite failure unless under the Insured's operational control.			
3.10	Mislabelling	any actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services provided by the Insured .			
3.11	Prior Matters	 i. pending or prior civil, administrative or regulatory proceeding, investigation as on the prior and pending litigation date specified at Item 12 of the Schedule, or alleging or derived from the same or essentially the same facts or circumstances as alleged in such pending or prior litigation; ii. fact or circumstance of which notice has been given under any previous policy iii. Matter which prior to the inception of the Policy Period, any Insured knew or reasonably ought to have known would be likely to lead to a Claim. 			
3.12	Licensing Fees	any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments			
3.13	Pollution	any actual, alleged or likely discharge, emission, release, treatment or removal of Pollutants ; or any regulation, order, direction or request to test, monitor, clean up, remove, contain, treat, detoxify or neutralize			

		Pollutants.
3.14	Trading Losses	any trading loss or trading debt incurred by Insured
3.15	War/ Terrorism	any war, invasion, acts of foreign enemies, terrorism riots, rebellion.
		However, this exclusion shall not apply to actual, alleged or threatened Cyberterrorism .

B) Exclusions applicable to Extension 2.4 only

	The Insurer shall not be liable for Business Interruption Loss arising out of, based upon or attributable to:			
3.16	Government Entity or Public Authority	Any seizure, confiscation or destruction of a Computer System by order of any government entity or public authority.		
3.17	Other Exclusions	(i) any network or systems interruption caused by loss of communications with a Third Party computer system, resulting in the inability of the Company to communicate with those systems; (ii) unfavorable business conditions; or (iii) the removal of software program errors or vulnerabilities.		

C) Exclusions applicable to Extension 2.3(c) only

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

4 <u>Definitions</u>:

4.1	Bodily Injury	means						
	/Property	a.	bodily	injury-	sickness,	disease,	death	or
Dama	age		emotio	nal distre	ess or distu	rbance;		
		b.	damag	e to, des	struction, in	mpairment	or loss	of

		use of any tangible property.
4.2	Breach Notice Law	means the laws and regulations for data protection and privacy in any country that requires notice to be given for an actual or potential breach of laws and regulation relating to Personal Information.
4.3	Business Interruption Loss	means the reduction in net profit that but for a Material Interruption, the Company would have earned (and which is attributable to a loss of revenue) in the period from the expiration of the Waiting Period until service is restored (but in any event no later than 120 days after the commencement of the Material Interruption) before payment of income taxes and after accounting for savings and reasonable mitigation.
4.4	Claim	means (a) Any written demand for monetary or non-monetary relief; or (b) Any civil, administrative or regulatory proceeding;
4.5	Client	any Third Party to whom the Company provides services
		and/or goods pursuant to a written contract.
4.6	Company	means the Policyholder and/ or any Subsidiary
4.7	Computer System	means computer hardware, software, firmware, its related components operated by the Company or Consultant in the provision of Professional Services
4.8	Consultant	means any natural person or entity who has a written contract with the Company to perform professional services.
4.9	Control Group	means the natural persons holding the following positions in the Company – President, members of the Board of Directors, Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, Chief Information Officer; Chief Security Officer; Chief Privacy Officer and any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such natural person
4.10	Corporate Information	means: a) Confidential information owned by a Client which is in

	ordinary course of business; or	
	 b) Information provided by a Client to the Company which is in the Company agrees in writing to treat as confidential. 	
osts	means	
	c) Credit Monitoring Costs; and/or	
	d) Crisis Management Costs; and/or	
	e) Cyber Extortion Costs; and/or	
	f) Data Restoration Costs; and/or	
	g) Defense Costs; and/or	
	h) Forensic Costs; and/or	
	i) Legal Representation Costs	
	j) Privacy Notification Costs.	
redit Ionitoring osts	means reasonable fees, costs and expenses incurred, with the prior written consent of the Insurer , in respect of credit monitoring services for 12 months to affected individuals following an actual or suspected Privacy Breach .	
risis lanagement osts	means reasonable fees, costs and expenses paid or incurred, with the prior written consent of the Insurer , in respect of a public relations consultant to avert or mitigate material damage to the Insured's reputation or goodwill arising from a Crisis Management Event .	
risis lanagement vent	means the actual or threatened public communication or reporting in any media which arises directly out of a Privacy Breach or Security Breach .	
yber xtortion osts	means reasonable fees, costs and expenses paid, with the prior written consent of the Insurer , to security consultants retained by the Company and cash, marketable goods or services paid by the Company to prevent or end a Cyber Extortion Threat	
yber xtortion	means a credible threat or series of related threats directed at the Insured to corrupt, damage, destruction, or introduce a	
	redit onitoring osts risis anagement osts risis anagement osts	

	Threat	Malicious Code, or a denial of service attack to Computer System
4.17	Cyber Terrorism	means disruptive activities against any Computer System , with the explicit threat of causing harm, furthering social, ideological, religious, political, or similar objectives, or intimidating any person(s) in furtherance of such objectives.
4.18	Damages	means (a) Any monetary compensation the Insured is legally obligated to pay pursuant to an award or judgment entered against the Insured ; or (b) Settlements negotiated by Insured and consented to by the Insurer The term Damages shall not include or mean:
		(i) future profits, restitution, disgorgement of unjust enrichment or profits by an Insured , or the costs of complying with orders granting injunctive or equitable relief;
		 (ii) return or offset of fees (iii) Aggravated or multiple damages, taxes or loss of tax benefits, sanctions; (iv) fines, penalties except as covered under Insuring Clause 1.1 up to the sub-limit specified at Item 7c of the Schedule.
		(v) punitive or exemplary damages, unless insurable by law under the law under which this Policy is construed;
		(vi) discounts, coupons, prizes, awards or other incentives offered to the Company's customers or clients;
		(vii) liquidated damages to the extent that such damages exceed the amount for which the Insured would have been liable in the absence of such liquidated damages agreement (viii) matters deemed uninsurable under law.
4.19	Data	means any software or electronic data that exists in Computer
		System and that is subject to regular back up procedures,
		including computer programs, applications, account
		information, customer information, private or personal information, marketing information, financial information and
		any other information.
4.20	Data Restoration Costs	means reasonable fess, costs and expenses incurred, with the

		prior written consent of the Insurer, to:
		(a) determine whether Data held by the Company on behalf of a Third Party can or cannot be restored, recollected, or recreated; and/ or
		(b) recreate or recollect Data held by the Company on behalf of a Third Party
		following a Security Breach
4.21	Defence Costs	means reasonable fees, costs and expenses incurred with the prior written consent of the Insurer (including court fees, premiums for any surety, appeal bond, attachment bond, personal bond or similar bond for any civil proceeding) resulting solely and exclusively from the investigation, adjustment, defence or appeal of a Claim against any Insured ,
		Defence Costs does not include any salary, overhead, or other charges incurred by the Company for any time spent in cooperating in the defence and investigation of any Claim or circumstance which might lead to a Claim notified under this Policy
4.22	Extended	means the period, mentioned in Item 5 of the Schedule,
	Reporting Period	following expiry of Policy Period , during which written notice
	renou	of any Claim /Circumstance first made against the Insured
		during the Policy Period may be given to the Insurer .
4.23	Forensic Costs	means reasonable fees, costs and expenses incurred by the Insured with the prior written consent of the Insurer to hire a computer security expert to determine the existence and cause of a Security Breach or a Privacy Breach ;
4.24	Insured	means (a) Company (b) Any natural person who was, is, or becomes during the Policy Period director, partner, or employee of any Company Insured shall also include spouse, estate, heirs, executors or legal representatives of the parties mentioned in (b) above in the event of their death, incapacity, insolvency or bankruptcy, but only to the extent (b) would have been covered. Insured shall also include Consultants, but only to the extent

		that the Company has a contractual duty to indemnify the Consultant .
4.25	Insurer	means ICICI Lombard General Insurance Company Ltd.
4.26	Legal	means reasonable fees, costs and expenses incurred by the
	Representati	Insured with the prior written consent of the Insurer to obtain
	on Costs	legal advice and representation associated with a Regulatory
		, , , , , , , , , , , , , , , , , , , ,
		Investigation.
4.27	Limit of	means the amount specified in Item 6 of the Schedule
;	Liability	mount and amount opening in item of a time contents
4.28	Loss	means any:
		·
		(a) Damages
		(h) Defence Costs
		(b) Defence Costs
		Loss also includes Business Interruption Loss.
		Loss does not mean any salaries, wages, personal expenses,
		benefits or overhead expenses of any Insured
		,
4.29	Malicious	means any software used to erase, corrupt or damage data or
	Code	network system or gain access to Computer Systems or
		harmful software code, including but not limited to computer
		viruses, Trojan horses, keystroke loggers, spyware, adware,
		worms and logic bombs.
4.20	Matarial	
4.30	Material	means any interruption in, or suspension of, the service
	Interruption	provided by the Computer System directly caused by a
		Security Breach.
4.31	Multimedia	means the publication or broadcast of any digital media
7.51	Activities	content, other than computer software or the actual goods,
	7 (011711100	products or services described, illustrated or displayed.
		, marana an ang ang ang ang ang ang ang ang a
4.32	Personal	means any private information concerning a natural person
	Information	which is in the care, custody and control of the Company .
		Personal Information does not include publicly available
		information that is lawfully made available to the general
4 20 5	Policyholder	public from any source including government records.
4.29 F	Policyholder	means the entity specified at Item 1 of the Schedule.
4.30	Policy Period	means the period of time specified at Item 4 of the Schedule.
4.31	Pollutants	means waste matter and energy that contaminates the

		environment (water, air, soil, etc.) with noxious substances.
4.32	Privacy Breach	means a) an accidental or negligent disclosure of Personal Information ; or b) Breach of any federal, state or foreign statute or regulation requiring the Insured to protect the confidentiality and/or security of Personal Information .
4.33	Privacy Notification Costs	means reasonable fees, costs and expenses incurred by the Insured , with the prior written consent of the Insurer , towards their legal obligation to comply with a Breach Notice Law to provide notification to individuals who are required to be notified
4.34	Professional Services	means the services as specified in Item 3 of the Schedule
4.35	Regulatory Fines	Means any lawfully insurable fines and penalties payable by the Insured , which are adjudicated by a regulatory body for breach of any law which relates to the regulation and enforcement of data protection and privacy.
4.36	Regulatory Investigation	means any formal or official action, investigation, inquiry or audit by an official regulator against an Insured , which
		1) arises out of the use or alleged misuse of Personal Information or
		Involves any actual or alleged breach of breach notice law
		but shall not include any industry-wide, non-firm specific, inquiry or action.
4.37	Retention	means the applicable retention for each Insuring Agreement as specified in at Item 9 of the Schedule.
4.38	Security Breach	a) The negligent or inadvertent transmission of Malicious Code b) a failure to secure Computer System which results in Unauthorized access to or Unauthorized use which causes the destruction, modification, corruption, damage or deletion of Data stored on Company's Computer System

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

		disclosure.
4.42	Waiting Period	means the number of hours set forth in Item 8b of the Schedule that must elapse once a Material Interruption has begun before a Business Interruption Loss can begin to be incurred.

5 Limit of Liability and Retentions:

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

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

6 General Conditions:

<u>6.1</u>	Claim Reporting	(a)	The Insured shall give written notice to the Insurer of:	
			 (i) any circumstances that may reasonably be expected to give rise to a Claim; (ii) any Claim made against the Insured, 	
			as soon as practicable and in any case during the Policy Period (or Extended Reporting Period if applicable).	
		(b)	Written notice shall be given to the Insurer at the address specified in the Schedule as soon as reasonably practicable and shall include (but is not limited to):	
			(i) the reasons for anticipating a Claim (or circumstances);	
			(ii) the Insurer's Claim form duly completed;	
			(iii) All other information or documentation relevant to the Claim /circumstance.	

		(c) The Insured shall give written notice to the Insurer with respect to Privacy Breach, Security Breach, Crisis management Event, Cyber Extortion Threat, and share the following details
6.2	Claim	(i) the nature and circumstances of the facts relating to an alleged, supposed or potential breach; (ii) date, time and place of the alleged, supposed or potential breach; (iii) the identity of the potential claimants and all other potentially involved persons and/or entities; (iv) estimate of possible loss; (v) the potential media or regulatory consequences. All Claims and/or circumstance or series of Claims and/or
	Series	circumstances based upon, arising out of, or in any manner involving the same act, error, omission, Security Breach, Privacy Breach whether or not committed by more than one Insured, shall be deemed to be one Claim for the purposes of this Policy, and such Claim shall be deemed to be first made on the date the earliest of such Claims/circumstance is first made against an Insured. It is agreed and understood that notwithstanding the provisions of this clause, each such Claim/circumstance shall be notified to the Insurer in accordance with Clause 6.1 and shall specify in writing the reasons for which the Claims/circumstances arise from the same act, error, omission, Security Breach and/or Privacy Breach.
6.3	Defence, Settleme nt and Co- operation	The Insurer shall be entitled to fully participate in the defence and at the negotiation stage of any settlement that is reasonably likely to involve or appears to involve the Insurer . However, the right and duty to defend and contest a Claim shall lie solely with the Insured . As a condition precedent to liability under the Policy, the Insured at its own costs hall provide the Insurer with all documents, information, assistance and cooperation that the Insurer may request and require towards investigation, defence, settlement or appeal of a Claim or circumstance. Each Insured shall also take reasonable steps to mitigate the Loss .
6.4	Consent	The Insured shall not admit or assume any liability, enter into any settlement agreement, make any settlement offer, stipulate to any judgment, or incur any costs without the prior written consent of the Insurer . Only those settlements, stipulated judgments and costs which have been consented to by the

If any Insured settles any Claim including any anticipated or related Claim without the prior written consent of the Insurer, then this Policy shall not cover that Claim including any anticipated or related Claim. If the Insured refuses to consent to a settlement or compromise recommended by the Insurer and elects to contest or continue to contest a Claim, the Insurer's liability shall not exceed the amount for which the Insurer could have settled such Claim plus costs incurred as of the date such settlement was proposed in writing by the Insurer. 6.5 Allocation If a Claim involves both covered and uncovered matters or persons or entities under this Policy, then the Insured and the Insurer shall use reasonable efforts to determine a just and equitable allocation of Loss covered under this Policy. The Insurer will pay all covered Costs in excess of the Retention, covered by this Policy promptly after sufficiently detailed invoices for those costs are received by the Insurer. In the event that the Insurer advances any costs and it is finally established that the Insurer has no liability for all or any portion of these costs hereunder, the Insured, shall repay to the Insurer, all monies advanced and so determined to be reimbursable.		Insurer and arising from Claim s defended in accordance with this Policy shall be recoverable as Loss under the terms of this Policy. However, the Insurer 's consent shall not be unreasonably withheld.
recommended by the Insurer and elects to contest or continue to contest a Claim, the Insurer's liability shall not exceed the amount for which the Insurer could have settled such Claim plus costs incurred as of the date such settlement was proposed in writing by the Insurer. 6.5 Allocation If a Claim involves both covered and uncovered matters or persons or entities under this Policy, then the Insured and the Insurer shall use reasonable efforts to determine a just and equitable allocation of Loss covered under this Policy. 6.6 Payment of Costs The Insurer will pay all covered Costs in excess of the Retention, covered by this Policy promptly after sufficiently detailed invoices for those costs are received by the Insurer. In the event that the Insurer advances any costs and it is finally established that the Insurer has no liability for all or any portion of these costs hereunder, the Insured, shall repay to the Insurer,		related Claim without the prior written consent of the Insurer , then this Policy shall not cover that Claim including any
persons or entities under this Policy, then the Insured and the Insurer shall use reasonable efforts to determine a just and equitable allocation of Loss covered under this Policy. The Insurer will pay all covered Costs in excess of the Retention, covered by this Policy promptly after sufficiently detailed invoices for those costs are received by the Insurer. In the event that the Insurer advances any costs and it is finally established that the Insurer has no liability for all or any portion of these costs hereunder, the Insured, shall repay to the Insurer,		recommended by the Insurer and elects to contest or continue to contest a Claim , the Insurer 's liability shall not exceed the amount for which the Insurer could have settled such Claim plus costs incurred as of the date such settlement was proposed in
of Costs covered by this Policy promptly after sufficiently detailed invoices for those costs are received by the Insurer. In the event that the Insurer advances any costs and it is finally established that the Insurer has no liability for all or any portion of these costs hereunder, the Insured, shall repay to the Insurer,	6.5 Allocation	persons or entities under this Policy, then the Insured and the Insurer shall use reasonable efforts to determine a just and
established that the Insurer has no liability for all or any portion of these costs hereunder, the Insured , shall repay to the Insurer ,		covered by this Policy promptly after sufficiently detailed
		established that the Insurer has no liability for all or any portion of these costs hereunder, the Insured , shall repay to the Insurer ,
The Crisis Management Costs can only be incurred from the date of notification to the Insurer in accordance with clause 6.1 to the date falling 185 days after such notification.		date of notification to the Insurer in accordance with clause 6.1
With the exception of Credit Monitoring Costs, Insurer will pay only those Costs which are incurred and reported to the Insurer during the Policy Period (or Extended Reporting Period)		only those Costs which are incurred and reported to the Insurer
6.7 Other Insurance If other valid insurance with any other Insurer is already available to the Insured covering a Loss also covered by this Policy, this Policy shall apply in excess of such other insurance and shall not contribute with such other insurance.		Policy shall apply in excess of such other insurance and shall
6.8 Subrogati The Insured shall do everything necessary for the purpose of enforcing any rights, remedies, obtaining relief or indemnity		not contribute with such other insurance.

		from other parties to which the Insurer is become entitled upon the Insurer paying for any Loss under this Policy, whether before or after indemnification.
		The Insured shall not do or cause to be done anything that may prejudice the Insurer 's right of subrogation.
		Subrogation against employees (including directors, officers, partners or principals) of the Company shall be limited to cases where such employees have been found guilty of an intentional, fraudulent or criminal act by any court or government entity
		The Insured agrees that any recoveries made shall first be applied in making good any sums paid out by or on behalf of the Insurer for a Loss and the costs of recovery.
6.9	No Higher Limits Purchase d Warranty	It is warranted that during the Policy Period of this Policy, the Policyholder shall not purchase any liability insurance policy, in excess of the Limit of Liability stated in Item 6 of the schedule of this policy, unless the Insurers have agreed that such liability policy may be purchased. The Insurer expressly have the right to amend any terms and conditions of this policy, as a condition of agreeing that such liability insurance policy may be purchased.
<u>6.10</u>	Bankruptc y	The bankruptcy, winding-up, receivership or insolvency of any Company shall not relieve the Insurer of its obligations nor deprive any Insured of their rights under this Policy.
6.11	Authorisa tion	The Policyholder is authorised to act as representative on behalf of all the other Insureds with respect to all matters relating to or affecting this Policy
6.12	Governin g Law	This Policy and all disputes and differences arising thereunder shall be interpreted under, governed by and construed in all respects in accordance with the laws of India.
<u>6.13</u>	Assignme nt	Assignment of interest under this Policy shall not bind the Insurer unless its consent is specifically provided for.
6.14	Observan ce of Terms and Condition s	The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured , shall be a condition precedent to any liability on the Insurer's part to make any payment under this Policy.
<u>6.15</u>	No Construct	Any of the circumstances in relation to these conditions coming to the knowledge of any of the Insurer's official shall not be the

ive Notice notice to or be held to bind or prejudicially affect the Insurer notwithstanding subsequent acceptance of any additional premium. Cancellati on The Policyholder may cancel the Policy by giving 15 days notice in writing to the Insurer and the Insurer shall refund premium for the unexpired Policy Period at the short period scales specified below. The Insurer may cancel the Policy on grounds

in writing to the **Insurer** and the **Insurer** shall refund premium for the unexpired **Policy Period** at the short period scales specified below. The **Insurer** may cancel the Policy on grounds of mis-representation, fraud, non-disclosure of material facts or non-co-operation of the insured by giving 30 days notice in writing to the **Insured** and the **Insurer** shall refund a pro-rata premium for the unexpired **Policy Period**. The **Insured** will not get any cancellation refund in case there is a **Loss** /circumstance reported under the Policy.

Days insurance in force	Percent of the annual premium retained by Insurer
1 to 90	35%
91-180	65%
181-270	80%
Above 270	100%

6.17 Arbitratio n Clause

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

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

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

6.18 Title Heading	gs	The titles and headings used in the Endorsements, are for the purpose not otherwise affect the meaning includes the plural, and vice versitypeface(except headings) have sedefined in Section 4.	ses of reference only and shall of this Policy. Singular a. Words in bold special meaning and are
6.19 Grievar Redress	sal	In case the Insured is aggrieved in any way, the Insured should call the Insurers at toll free number: 1800 2666 or email the Insurer at <u>customersupport@icicilombard.com</u> .	
		If the Insured is not satisfied with may subsequently write to the corporate manager- service operations & finally director-serviat the following address:	ne manager- service quality, quality, national manager-
		Grievance Redressal Officer ICICI Lombard General Insurance Company Limited ICICI Lombard House 414, Veer Savarkar Marg Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 In case the Insured's complaint is not fully addressed by the Insurer, Insurer may use the Integrated Greivance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS, Insured can register the complaint online and track its status. For registration please visit IRDAI website www.irdaindia.org. If the issue still remains unresolved, the Insured may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.	
		The details of Insurance Ombudsi Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
		2nd Floor, Ambica House, Ashram Rd,	2 nd Floor, Janak Vihar Complex, 6, Malviya Nagar,
		AHMEDABAD-380 014.	BHOPAL-462 003.
		Tel.:- 079-27545441/27546840 Fax: 079-27546142	Tel.:- 0755-2769201/9202 Fax: 0755-2769203
		Email:	Email:

	bimalokpal.ahmedabad@gbic.	bimalokpal.bhopal@gbic.co.i
	co.in	<u>n</u>
	Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
	62, Forest Park,	SCO No.101-103,2nd Floor, Batra Building, Sector 17-D,
	BHUBANESHWAR-751 009.	CHANDIGARH-160 017.
	Tel.:- 0674-2596455/2596003 Fax: 0674-2596429	Tel.:- 0172-2706468/2772101 Fax: 0172-2708274
	Email: bimalokpal.bhubaneswar@gbi c.co.in	Email: bimalokpal.chandigarh@gbic .co.in
	Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
	Fathima Akhtar Court, 4th	2/2 A, Universal Insurance
	Floor, 453 (old 312),	Bldg.,Asaf Ali Road,
	Anna Salai, Teynampet,	NEW DELHI-110 002.
	CHENNAI-600 018. Tel.:- 044-24333668 /24335284 Fax: 044-24333664	Tel.:- 011- 23234057/23232037 Fax: 011-23230858
	Email: bimalokpal.chennai@gbic.co.in	Email: bimalokpal.delhi@gbic.co.in
	Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
	"Jeevan Nivesh", 5 th Floor, S.S. Road,	6-2-46, 1 st Floor, Moin Court, A.C. Guards,
	GUWAHATI-781 001 .	Lakdi-Ka-Pool,
	Tel.:- 0361-2132204/5 Fax: 0361-2732937	HYDERABAD-500 004. Tel: 040-
	Email: bimalokpal.guwahati@gbic.co.	65504123/23312122 Fax: 040-23376599

in	Email: bimalokpal.hyderabad@gbic. co.in
Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road,	Hindustan Building. Annexe, 4 th Floor, C.R.Avenue,
ERNAKULAM-682 015.	KOLKATA - 700072
Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email:	Tel No: 033- 22124339/22124346 Fax: 22124341
bimalokpal.ernakulam@gbic.c o.in	Email: bimalokpal.kolkata@gbic.co.i n
Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratgani,	3rd Floor, Jeevan Seva Annexe,S.V. Road, Santacruz(W),
LUCKNOW-226 001.	MUMBAI-400 054.
Tel: 0522 -2231331/2231330 Fax: 0522-2231310	Tel: 022- 26106960/26106552 Fax: 022-26106052
Email: bimalokpal.lucknow@gbic.co.i n	Email: bimalokpal.mumbai@gbic.co in
Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
Ground Floor, Jeevan Nidhi II, Bhawani Singh Road,	3 rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet
JAIPUR – 302005. Tel: 0141-2740363	<u>PUNE – 411030.</u>

	••	T 1 000 00044000
	nail: malokpal.jaipur@gbic.co.in	Tel: 020-32341320 Email:
		Bimalokpal.pune@gbic.co.in
	fice of the Insurance mbudsman,	Office of the Insurance Ombudsman,
	t th Main Road, Jeevan oudha Bldg.,	4 th Floor, Bhagwan Sahai Palace,
	⁹ Nagar, 1 st Phase, Ground oor	Main Road, Naya Bans, Sector-15,
BE	ENGALURU – 560025.	NOIDA – 201301.
	el No: 080- 6652049/26652048	Tel: 0120-2514250/51/53
En	nail: malokpal.bengaluru@gbic.co	Email: bimalokpal.noida@gbic.co.in
	fice of the Insurance mbudsman,	
	Floor, Kalpana Arcade uilding,	
	azar Samiti Road, ahadurpur,	
PA	ATNA – 800006	
Te	el No: 0612-2680952	
	mail id : malokpal.patna@gbic.co.in.	
IRD Insu Insu	A website: <u>www.irdaindia.or</u> urance Council: <u>www.</u>	e Ombudsman are available on g, on the website of General generalinsurancecouncil.org.in, pard.com or can be obtained

The **Insured** will take all reasonable steps to maintain data and

Maintena

6.20

nce	e of	information security procedures to no lesser standard than
Security		disclosed in the proposal form.
		The Insured will ensure that back-up systems and processes are maintained to no lesser standard than disclosed in the proposal form and that the ability to restore such data is regularly tested
		,
		(at least every six (6) months).
6.21 Sa	nctions	The Insurer shall not be deemed to provide cover under this
Cla	use	Policy or be liable to pay any claim under the Policy to the extent
		that the provision of such cover or payment of such claim would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.