

### CUSTOMER INFORMATION SHEET

**This document provides only key information about your policy. Please refer to the policy document for detailed terms and conditions.**

S. No	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
1	Product Name	Maxima Cyber Secure Liability Insurance	
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN152RP0007V02202324	
3	Structure	<ul style="list-style-type: none"> <li>• Limit Of Liability               <ul style="list-style-type: none"> <li>• Per Occurrence</li> <li>• Aggregate</li> </ul> </li> </ul>	
4	Interests Insured	<p>Maxima Cyber Secure Liability Insurance is designed to protect organizations against various cyber exposure associated with their business.</p> <p>The policy has two main Insuring clauses:</p> <p><b>Insuring Clause A – First Party Cover</b></p> <p><b>1. Incident and breach response</b> - The Insurer will pay for any of the following reasonable and necessary costs incurred by the Insured as a result of an actual or suspected Cyber incident and/or Data breach</p> <ol style="list-style-type: none"> <li>a. an Expert to investigate and establish the cause of the Cyber incident;</li> <li>b. an Expert to contain the Cyber incident and if necessary, eliminate components thereof (such as deleting Malware or disabling breached user accounts);</li> <li>c. an Expert to document and report to Insured on the Cyber incident;</li> <li>d. compliance with applicable Data protection laws following a Data breach (such as notifying Insured’s Regulatory authority or Data subjects);</li> <li>e. operation of an in-house or external crisis management centre (including a telephone hotline), which may be run by Insured’s employees or Experts, who may require overtime wages for the first 30 days after an Insured event has been reported to the Insurer;</li> <li>f. purchase of credit and identity Theft monitoring services for the benefit of Data subjects affected by a Data breach, subject to Insurer’s prior written consent;</li> <li>g. an Expert to manage and protect Insured’s reputation until the end of the Reputational protection period after an Insured event;</li> </ol>	

	<p>h. Legal defence costs incurred to respond to or defend action taken by regulatory authorities; and reimbursement of any legally insurable administrative fines and penalties imposed by Insured's Regulatory authority as a direct result of a Data breach</p> <p>2. <b>Restoration</b> - The Insurer will pay any Data restoration loss (reasonable and necessary costs and expenses incurred to restore and configure Insured's Data, Insured's Software and Insured's computer system to the closest possible condition in which they were immediately before the Cyber incident or Data breach) incurred by the Insured as a direct result of a Cyber incident or a Data breach.</p> <p>3. <b>Business Interruption</b> - The Insurer will pay the Insured for Insured's Loss of gross profit and Increased cost of working incurred during the Indemnity period as a direct result of the total or partial unavailability or degradation in service of Insured's Computer systems caused by a Cyber incident</p> <p>4. <b>Cyber Extortion</b> - The Insurer will reimburse Insured for any Ransom the Insured pays (where legally permissible and subject to Insurer's prior written consent) and any reasonable and necessary costs to resolve a Cyber-extortion. If so requested by the Insurer, the Insured must notify any relevant law enforcement authorities of the Cyber-extortion</p> <p><b>Insuring Clause B – Third Party Claims</b></p> <p>1. <b>Confidentiality and Privacy Liability</b> - The Insurer will pay any sums for which the Insured is legally liable arising from a Third party claim for a Data breach relating to Confidential information or Personal Data of a Third party (including Personal Data of Insured's employees), or for infringement of applicable Data protection laws.</p> <p>2. <b>Network Security Liability</b> - The Insurer will pay any sums for which Insured is legally liable arising from a Third party claim for a Cyber incident on Insured Computer systems which has resulted in:</p> <ul style="list-style-type: none"> <li>a) damage to, alteration of, destruction of, unauthorised access to, unauthorised disclosure of Data stored on third parties' Computer systems;</li> <li>b) interruption or degradation of services of third parties' Computer systems.</li> </ul> <p>3. <b>Media Liability</b> - The Insurer will pay any sums for which Insured is legally liable arising from a Third party claim for:</p> <ul style="list-style-type: none"> <li>a) defamation;</li> <li>b) breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name; or</li> <li>c) breach or interference of privacy rights;</li> </ul>	
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		<p>resulting from Insured's Online media activities.</p> <p>The Insurer will also reimburse Insured's Legal defence costs incurred with Insurer's consent.</p>																							
5	Sum Insured	<p>In Maxima Cyber Secure Liability Insurance policy, the sum insured is referred to as Limit of Liability. This limit is fixed per Occurrence and in the aggregate. The limit of Liability is to be decided by the Insured based upon their own and industry experience.</p> <table border="1"> <thead> <tr> <th>Insuring Clause</th> <th>Limit of Liability</th> </tr> </thead> <tbody> <tr> <td>Total Aggregate limit of Liability</td> <td>INR XXXXXX</td> </tr> <tr> <td colspan="2"><b>Insuring Clause A - First Party Cover</b></td> </tr> <tr> <td>Insuring Clause A.1 (Incident and breach response)</td> <td>INR XXXXXX</td> </tr> <tr> <td>Insuring Clause A.2 (Restoration )</td> <td>INR XXXXXX</td> </tr> <tr> <td>Insuring Clause A.3 (Business interruption)</td> <td>INR XXXXXX</td> </tr> <tr> <td>Insuring Clause A.4 (Cyber-extortion )</td> <td>INR XXXXXX</td> </tr> <tr> <td colspan="2"><b>Insuring Clause B – Third Party Claims</b></td> </tr> <tr> <td>Insuring Clause B 1 (Confidentiality and privacy liability)</td> <td>INR XXXXXX</td> </tr> <tr> <td>Insuring Clause B.2 (Network security liability)</td> <td>INR XXXXXX</td> </tr> <tr> <td>Insuring Clause B.3 (Media liability)</td> <td>INR XXXXXX</td> </tr> </tbody> </table>	Insuring Clause	Limit of Liability	Total Aggregate limit of Liability	INR XXXXXX	<b>Insuring Clause A - First Party Cover</b>		Insuring Clause A.1 (Incident and breach response)	INR XXXXXX	Insuring Clause A.2 (Restoration )	INR XXXXXX	Insuring Clause A.3 (Business interruption)	INR XXXXXX	Insuring Clause A.4 (Cyber-extortion )	INR XXXXXX	<b>Insuring Clause B – Third Party Claims</b>		Insuring Clause B 1 (Confidentiality and privacy liability)	INR XXXXXX	Insuring Clause B.2 (Network security liability)	INR XXXXXX	Insuring Clause B.3 (Media liability)	INR XXXXXX	
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6	Policy Coverage	<p>The coverages available under this policy are listed in below table and will be applicable as mentioned in the Policy Schedule.</p> <table border="1"> <thead> <tr> <th>Insuring Clause</th> </tr> </thead> <tbody> <tr> <td><b>A. First party cover</b></td> </tr> <tr> <td><b>1. Incident and breach response</b></td> </tr> <tr> <td> <p>The Insurer will pay for any of the following reasonable and necessary costs incurred by the Insured as a result of an actual or suspected Cyber incident and/or Data breach</p> <ul style="list-style-type: none"> <li>a) an Expert to investigate and establish the cause of the Cyber incident;</li> <li>b) an Expert to contain the Cyber incident and if necessary, eliminate components thereof (such as deleting Malware or disabling breached user accounts);</li> <li>c) an Expert to document and report to Insured on the Cyber incident;</li> <li>d) compliance with applicable Data protection laws following a Data breach (such as notifying Insured's Regulatory authority or Data subjects);</li> <li>e) operation of an in-house or external crisis management centre (including a telephone hotline), which may be run by Insured's employees or Experts, who may</li> </ul> </td> </tr> </tbody> </table>	Insuring Clause	<b>A. First party cover</b>	<b>1. Incident and breach response</b>	<p>The Insurer will pay for any of the following reasonable and necessary costs incurred by the Insured as a result of an actual or suspected Cyber incident and/or Data breach</p> <ul style="list-style-type: none"> <li>a) an Expert to investigate and establish the cause of the Cyber incident;</li> <li>b) an Expert to contain the Cyber incident and if necessary, eliminate components thereof (such as deleting Malware or disabling breached user accounts);</li> <li>c) an Expert to document and report to Insured on the Cyber incident;</li> <li>d) compliance with applicable Data protection laws following a Data breach (such as notifying Insured's Regulatory authority or Data subjects);</li> <li>e) operation of an in-house or external crisis management centre (including a telephone hotline), which may be run by Insured's employees or Experts, who may</li> </ul>	<p>Policy Wording – 1. INSURING AGREEMENTS</p>																		
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7	Add-on Cover	<p>Other Extension</p> <ul style="list-style-type: none"> <li>• Critical Infrastructure Failure Exclusion with carve back for First Party Forensic Losses</li> <li>• Regulatory Costs and Fines Cover</li> <li>• Emergency Costs</li> <li>• Contractual Penalties</li> <li>• Crisis Communication Cover</li> <li>• Consultant Services Cover</li> <li>• Emergency Incident Response</li> <li>• Advancement of Defence Costs</li> <li>• Bilateral Extended Reporting Period</li> <li>• Pro-active Forensic Services</li> <li>• Payment Card Industry Fines and Penalties</li> <li>• Privacy Fines and Investigations</li> <li>• Amended Definition Of Crisis Expenses To Include Counselling Services</li> <li>• CONTROL GROUP CLAUSE ENDORSEMENT</li> </ul>		

		<ul style="list-style-type: none"> <li>• Specific Matter Endorsement</li> <li>• Additional Insured</li> <li>• Waiver of Subrogation Extension</li> <li>• Automatic New Subsidiary Cover</li> <li>• Tie-In Limit Clause</li> <li>• Reward Expenses</li> <li>• Contingent Business Interruption Loss</li> <li>• Privacy Notification Expenses</li> </ul> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>S. No</th> <th>Extensions</th> <th>Sum Insured (in INR)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	S. No	Extensions	Sum Insured (in INR)													
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8	Loss Participation	As per Specified in the Policy Schedule																
9	Exclusions	<p>This Policy shall not provide cover for any Claims arising directly or indirectly out of any of the following:</p> <ol style="list-style-type: none"> <li>1. Prior Act</li> <li>2. Infrastructure</li> <li>3. Terrorism</li> <li>4. SRCC</li> <li>5. War</li> <li>6. Pollution</li> <li>7. Seizure, confiscation, demand, destruction, damage to Insured computer system</li> <li>8. Willful Act</li> <li>9. Property Damage</li> <li>10. Sanction Clause</li> <li>11. Regulatory Authority</li> <li>12. Fines and Penalties</li> <li>13. Securities Exclusion</li> <li>14. Scheduled downtime</li> <li>15. Pending Payment</li> <li>16. Bodily injury</li> <li>17. Intellectual Property</li> <li>18. Trading Losses</li> <li>19. Cryptocurrency</li> <li>20. Related Parties</li> <li>21. Contractual Liability</li> <li>22. Third party Services Provider</li> <li>23. Misinformation</li> <li>24. Over-redemption</li> <li>25. Betterment</li> <li>26. Management Liability</li> </ol>	Policy Wording – IV. GENERAL EXCLUSIONS															

		<p>27. Employment</p> <p><b>For complete list of exclusions including Section-wise exclusions, refer the policy wordings and Endorsement wordings if any applicable</b></p>	
10	Special Conditions and Warranties (if any)	<p><b>1. Insured's Obligation</b></p> <p><b>Insured must:</b></p> <ol style="list-style-type: none"> <li>provide to the Insurer the evidence demonstrating the occurrence and describe the likely consequences of any Insured event;</li> <li>take all reasonable and necessary measures to minimise the duration and effect of any Insured event;</li> <li>do and permit to be done all such things as may be practicable to establish the cause and extent of the Insured event;</li> <li>preserve any Hardware, Software and Data and make these available to the Insurer or the incident response provider;</li> <li>provide a detailed computation of any costs, expenses or reduction of gross profits. To this purpose Insured shall produce any documentary evidence, including any applicable reports, books of accounts, bills, invoices or other documents which the Insurer may require and Insured shall afford the Insurer any assistance in Insurer's investigations;</li> <li>comply with any reasonable recommendations made by the Insurer or the Incident response provider.</li> </ol> <p><b>Claims and regulatory proceedings against Insured</b></p> <ol style="list-style-type: none"> <li>The Insurer shall have the right, but not the duty, to defend any covered Third party claim brought against Insured. The same applies to the legal defense in the context of any regulatory proceeding initiated against Insured. In case the Insurer opts to defend Insured, the Insurer shall consult and endeavour to reach an agreement with Insured regarding the appointment of counsel, but shall retain the right to appoint counsel and to arrange defense as it deems necessary.</li> <li>Insured must not, without Insurer's prior written consent, admit liability for, pay, settle any Third party claim nor assume any obligation, admit responsibility or agree to any settlement in the course of a regulatory proceeding.</li> <li>Insured shall assist the Insurer in investigating, defending and settling the Third party claim, and assist any lawyer or other Expert the Insurer appoints on Insured's behalf to defend the Third party claim.</li> <li>Insured must pay the Retention to any Third party the Insurer requires in order to comply with any settlement.</li> </ol>	Policy Wording-V. Claim Notification

		<p>If the Insurer has directly indemnified any Third party, Insured must immediately reimburse the Insurer for the amount of the applicable Retention.</p> <p><b>Co-operation</b></p> <p>If the Insurer requests, then the Insured must:</p> <ol style="list-style-type: none"> <li>a. co-operate with and assist the Insurer when required including providing information and securing the co-operation and attendance in court of witnesses employed by Insured;</li> <li>b. enforce any legal rights Insured or the Insurer may have against any Third party who may be liable to Insured for a Cyber incident, including giving the Insurer authority to bring court proceedings in Insured’s name against a Third party and to settle those proceedings;</li> <li>c. produce and provide the Insurer, any documents that Insurer requires to secure Insurer’s rights under this policy.</li> </ol> <p><b>Material Change in Risk</b></p> <p>Insured must notify the Insurer, as soon as reasonably practicable, of any material change in risk of which Insured becomes aware or ought reasonably to be aware, including without limitation any acquisition by or of Insured during the Policy period. The Insurer will not pay for any Insured event resulting from any material change in risk unless the Insurer has agreed to that material change in risk and received adequate additional Premium (if Insurer requires).</p>	<p>Policy Wording-VI. General Terms and Conditions</p>						
11	Admissibility of Claim	<p><b>1. Reporting</b></p> <p>Insured must report as soon as it is reasonably practicable:</p> <ol style="list-style-type: none"> <li>a. to the Incident response provider and the Insurer of any actual or suspected Data breach, Cyber incident, cyberextortion which may give rise to payment under this policy;</li> <li>b. to the Insurer of any Third party claim or circumstance which may give rise to a Third party claim.</li> </ol> <p><b>• Sample claim calculation process</b></p> <table border="1" data-bbox="403 1615 1102 1742"> <tr> <td>Gross Loss as per court/offset limit</td> <td>50000</td> </tr> <tr> <td>Less: Deductible (if applicable as per policy)</td> <td>5000</td> </tr> <tr> <td>Net Loss Payable</td> <td>45000</td> </tr> </table> <p><i>** The above claim calculation is subject to change as per Add on covers opted and policy terms and conditions.</i></p>	Gross Loss as per court/offset limit	50000	Less: Deductible (if applicable as per policy)	5000	Net Loss Payable	45000	<p>Policy Wording-V. Claim Notification</p>
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12	Policy Servicing – Claim Intimation and Processing	<ul style="list-style-type: none"> <li>Toll free / IVRS number of the insurer: 1800 266 4545 (8 AM TO 8 PM)</li> <li>Website / Email: <a href="http://www.zurichkotak.com/">www.zurichkotak.com/</a> <a href="mailto:care@zurichkotak.com">care@zurichkotak.com</a></li> <li>Details of designated company officials to be contacted in time of claim: <a href="mailto:care@zurichkotak.com">care@zurichkotak.com</a></li> </ul> <p><b>Details of procedure to be followed for reimbursement of claim</b></p> <p>Insured must report as soon as it is reasonably practicable:</p> <ol style="list-style-type: none"> <li>to the Incident response provider and the Insurer of any actual or suspected Data breach, Cyber incident, cyberextortion which may give rise to payment under this policy;</li> <li>to the Insurer of any Third party claim or circumstance which may give rise to a Third party claim.</li> </ol> <ul style="list-style-type: none"> <li><b>Turn Around Time (TAT) for claims settlement</b></li> </ul> <table border="1" data-bbox="443 857 1126 1267"> <tr> <td>Appointment of surveyor</td> <td>Within 24 hours of reporting of claim</td> </tr> <tr> <td>Submission of final survey report</td> <td>Within 15 days of allocation</td> </tr> <tr> <td>Settlement of claims</td> <td>Within 7 days of receipt of the survey report or after expiry of 15 days from allocation of the claim to the surveyor whichever is earlier*</td> </tr> </table> <p><i>*This timeline will apply where surveyors are appointed</i></p> <p><b>Escalation Matrix when TAT is not satisfied</b></p> <table border="1" data-bbox="402 1406 1246 1664"> <tr> <td rowspan="3">Level 1</td> <td>East and North: <a href="mailto:CommercialclaimsNorth&amp;East@zurichkotak.com">CommercialclaimsNorth&amp;East@zurichkotak.com</a></td> </tr> <tr> <td>West: <a href="mailto:CommercialclaimsWest@zurichkotak.com">CommercialclaimsWest@zurichkotak.com</a></td> </tr> <tr> <td>South: <a href="mailto:CommercialclaimsSouth@zurichkotak.com">CommercialclaimsSouth@zurichkotak.com</a></td> </tr> <tr> <td>Level 2</td> <td><a href="mailto:CommercialclaimsHO@zurichkotak.com">CommercialclaimsHO@zurichkotak.com</a></td> </tr> </table>	Appointment of surveyor	Within 24 hours of reporting of claim	Submission of final survey report	Within 15 days of allocation	Settlement of claims	Within 7 days of receipt of the survey report or after expiry of 15 days from allocation of the claim to the surveyor whichever is earlier*	Level 1	East and North: <a href="mailto:CommercialclaimsNorth&amp;East@zurichkotak.com">CommercialclaimsNorth&amp;East@zurichkotak.com</a>	West: <a href="mailto:CommercialclaimsWest@zurichkotak.com">CommercialclaimsWest@zurichkotak.com</a>	South: <a href="mailto:CommercialclaimsSouth@zurichkotak.com">CommercialclaimsSouth@zurichkotak.com</a>	Level 2	<a href="mailto:CommercialclaimsHO@zurichkotak.com">CommercialclaimsHO@zurichkotak.com</a>	Policy Wording-V. Claim Notification
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Level 2	<a href="mailto:CommercialclaimsHO@zurichkotak.com">CommercialclaimsHO@zurichkotak.com</a>														
13	Grievance Redressal and Policyholders protection	<p>For resolution of any query or grievance, Insured may contact the respective branch office of the Insurer or may call toll free number 1800 266 4545 or may write an e- mail at <a href="mailto:care@zurichkotak.com">care@zurichkotak.com</a>.</p> <p>In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Insurer at <a href="mailto:grievanceofficer@zurichkotak.com">grievanceofficer@zurichkotak.com</a>. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write e</p>	Policy wording – VI. General terms and Conditions												

		<p>to <a href="mailto:seniorgrievanceofficer@zurichkotak.com">seniorgrievanceofficer@zurichkotak.com</a>/  <a href="mailto:chiefgrievanceofficer@zurichkotak.com">chiefgrievanceofficer@zurichkotak.com</a>.</p> <p>However, if the resolution provided by the Insurer is not satisfactory the Insured may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal <a href="https://bimabharosa.irdai.gov.in">https://bimabharosa.irdai.gov.in</a></p> <p>The Insured may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Insurer's website: <a href="http://www.zurichkotak.com">www.zurichkotak.com</a></p> <p>The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: <a href="http://www.cioins.co.in/Ombudsman">www.cioins.co.in/Ombudsman</a></p>	
14	Obligations of the Policyholder/	<ul style="list-style-type: none"> <li>• To disclose all information correctly sought by the insurer at time of filling the proposal form</li> <li>• In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the insurer immediately</li> <li>• Non-disclosure of material information may affect the claim settlement.</li> <li>• Disclosure of other material information during the policy period.</li> </ul> <p>The Policy schedule and policy wording is provided on the basis of the duly filled signed, dated and stamped proposal form provided by the Insured. Any deviation may affect the claim settlement.</p>	

Declaration by the Policyholder

I have read the above and confirm having noted the details.

Place:

Date:

(Signature of the Policyholder)

**Note:**

- i. Please visit <https://www.zurichkotak.com/documents/customer-support/downloads> for product related documents including CIS
- ii. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.