

ZURICH CYBER SOLUTIONS

Prospectus

Introduction

Zurich Cyber Solutions indemnifies the insured against various cyber exposure associated with the business, subject to all the terms and conditions of this Policy, including the Limits of Liability, the Aggregate Limit of Liability, and the Deductible and Waiting Periods specified in the Schedule, and in consideration of the payment of premium.

The following covers are provided:

A. Incident Response

1. Breach Costs

The Insurer will pay to or on behalf of the Insured, Breach Costs incurred by the Insured from a Privacy Event, Security Event or Electronic Publishing Event first discovered by the Insured during the Policy Period.

2. Emergency Costs

If the Insurer's written consent cannot reasonably be obtained before Breach Costs, Digital Asset Replacement Costs, Increased Costs of Working or Defence Costs are incurred with respect to any covered Event or Claim the Insurer will give retrospective approval for such costs.

The Insured may also contact the Breach Response Service to manage and coordinate the response to the Privacy Event, Security Event, or Electronic Publishing Event.

B. First Party Covers

3. Business Interruption Loss and Dependent Business Interruption Loss

The Insurer will pay the Insured for:

- Business Interruption Loss, Dependent Business Interruption Loss, and
- Increased Costs of Working,

incurred by the Insured during the Period of Restoration, as a result of an Interruption of Service that is first discovered during the Policy Period and directly arises from an Security Event or Privacy Event.

4. Digital Asset Replacement Costs

The Insurer will pay the Insured for Digital Asset Replacement Costs incurred by the Insured due to the corruption or destruction of Digital Assets as a result of a Privacy Event or Security Event that is first discovered during the Policy Period.

5. Cyber Extortion Threat

The Insurer will pay for Extortion Expenses, and Extortion Payments incurred by the Insured, arising directly from a Cyber Extortion Threat, that is first received during the Policy Period.

6. System Failure

The Insurer will pay the Insured for Business Interruption Loss, and Increased Costs of Working incurred by the Insured during the Period of Restoration, as a result of an Interruption of Service that is first discovered during the Policy Period and directly arises from a System Failure or an Administrative Error.

C. Third Party Covers

7. Security and Privacy Liability

The Insurer will pay to or on behalf of the Insured:

- Loss which the Insured becomes legally liable to pay including claimants' costs and expenses, and
- Defence Costs incurred by the Insured,

arising from a Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if applicable, that directly results from a Privacy Wrongful Act or Security Wrongful Act that takes place on or after the Retroactive Date and prior the end of the Policy Period.

8. Regulatory Proceeding

The Insurer will pay to or on behalf of the Insured:

- Civil Fines and Penalties which the Insured becomes legally liable to pay, and
- Defence Costs incurred by the Insured,

arising from a Regulatory Proceeding first commenced against the Insured during the Policy Period or the Extended Reporting Period, if applicable, that directly results from a Privacy Wrongful Act or Security Wrongful Act that takes place on or after the Retroactive Date and prior the end of the Policy Period.

9. General Data Protection Regulation Proceeding / Data Protection Proceeding

The Insurer will pay to or on behalf of the Insured:

- Civil Fines and Penalties which the Insured becomes legally liable to pay, and
- Defence Costs incurred by the Insured,

arising from a GDPR Proceeding first commenced against the Insured or any proceeding initiated against the Insured under the applicable data privacy laws of India, during the Policy Period or the Extended Reporting Period, if applicable, that directly results from a Privacy Wrongful Act or Security Wrongful Act that takes place on or after the Retroactive Date and prior the end of the Policy Period.

10. PCI-DSS Payments

The Insurer will pay to or on behalf of the Insured:

- PCI-DSS Payments which the Insured becomes legally liable to pay, and
- Defence Costs incurred by the Insured,

arising from a PCI-DSS Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if applicable, that directly results from a Privacy Wrongful Act or Security Wrongful Act that takes place on or after the Retroactive Date and prior to the end of the Policy Period.

11. Internet Media Liability

The Insurer will pay to or on behalf of the Insured:

- Loss which the Insured becomes legally liable to pay including claimants' costs and expenses, and
- Defence Costs incurred by the Insured,

arising from a Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if applicable, that directly results from an Electronic Publishing Wrongful Act that takes place on or after the Retroactive Date and prior to the end of the Policy Period.

Who can take this insurance?

- Any Company/Organization exposed to risk of cyber threats

What the Policy does not cover?

This policy does not cover liability in connection with below:

- Antitrust or unfair trade practices
- Biometric Information
- Bodily Injury and mental anguish
- Claims by Insureds or related entities
- Communications violations
- Conduct
- Contractual liability
- Critical Infrastructure failure
- Electromagnetic Field, Electromagnetic Radiation or Electromagnetism
- Employment Related Practices
- Government Seizure
- Insolvency
- Licensing, Merchandising and Advertising
- Money, Securities or Cryptoassets
- Nuclear Risks
- Patents and trade Secrets
- Physical Events and Natural Perils
- Pollution or Contamination
- Prior Notice or Knowledge of Circumstances, Events or Claims

- Products and Professional services
- Property Damage
- RICO
- Securities violations and shareholder actions
- Terrorism
- Trading and other monetary losses
- Unlicensed Software
- Violation of Imposed Employment Responsibilities, Obligations or Duties
- War, Cyber Operation and Cyberware

For complete list of exclusions, please refer the policy wordings

What is the Sum Insured?

In Zurich Cyber Solutions, the sum insured is referred to as Limit of Liability. Limit of Liability is the maximum amount in the aggregate which we will pay for all claims under the policy during the Period of Insurance. The Limit of Liability is to be decided by the Insured based upon their own and industry experience.

TERRITORIAL LIMITS

The territory limits will follow the policy schedule, policy form as extended.

What to Do in Event of a Claim?

- Call Zurich Kotak General Insurance Company (India) Limited Call Centre on Toll Free No: 1800-266-4545 OR
- Send Letter via Post / Courier along with details of the loss - as far as practicable OR
- Email us at care@zurichkotak.com
- Zurich Kotak General Insurance Company (India) Limited will depute an IRDAI licensed surveyor to attend to the loss, if required.
- Please provide necessary assistance to surveyor or company officials for finalization of loss.
- Please furnish required documents and any clarifications that may be sought.

Grievance

For resolution of any query or grievance, You may contact the Our respective branch office or may call toll free number 1800 266 4545 or may write an e- mail at care@zurichkotak.com.

In case the You are not satisfied with the response, You may contact Our Grievance Officer at grievanceofficer@zurichkotak.com. In case if You are not satisfied with the solution the Grievance Officer has provided, You can write to seniorgrievanceofficer@zurichkotak.com / chiefgrievanceofficer@zurichkotak.com.

However, if the resolution provided by Us is not satisfactory You may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: <https://bimabharosa.irdai.gov.in>.

You 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 Our website: www.zurichkotak.com

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen www.cioins.co.in/Ombudsman.

Duty of Disclosure:

This Policy is issued in reliance upon the truth and completeness of the declarations, agreements, representations and warranties made in the written Proposal. Such declarations, agreements, representations and warranties are the basis of this Policy and are incorporated into and constituting a part of this Policy.

Note:

For detailed Coverage, Exclusions, Conditions etc., it is recommended to go through the Specimen copy of the Policy Wording which can be collected from any of our branch or downloaded from company web site.

**STATUTORY WARNING - PROHIBITION OF REBATES
(Under Section 41 of Insurance Act 1938)**

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property, in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees

LIST OF ENDORSEMENTS / EXTENSIONS

Sr. No.	Add-On Cover Name	UIN
1	Additional Insured with Subsidiaries Endorsement	IRDAN152CPLB0941V01202526/A0942V01202526
2	Additional Insured without Subsidiaries Endorsement	IRDAN152CPLB0941V01202526/A0943V01202526
3	Bricking Extension Endorsement	IRDAN152CPLB0941V01202526/A0944V01202526
4	Dependent Business Interruption (Non-IT) Endorsement	IRDAN152CPLB0941V01202526/A0945V01202526
5	Dependent Business Interruption Extension (System Failure) Endorsement	IRDAN152CPLB0941V01202526/A0946V01202526
6	Cyber Fraud Loss and Social Engineering Loss Endorsement	IRDAN152CPLB0941V01202526/A0947V01202526
7	Multinational Insurance Program Endorsement	IRDAN152CPLB0941V01202526/A0948V01202526
8	Amended Period of Insurance Endorsement	IRDAN152CPLB0941V01202526/A0949V01202526
9	Period of Insurance Extension Endorsement	IRDAN152CPLB0941V01202526/A0950V01202526
10	Cancellation Endorsement	IRDAN152CPLB0941V01202526/A0951V01202526
11	Ransomware Event Sublimit and Coinsurance	IRDAN152CPLB0941V01202526/A0952V01202526
12	Reputation Damage Income Loss Endorsement	IRDAN152CPLB0941V01202526/A0953V01202526
13	Reward Payment Endorsement	IRDAN152CPLB0941V01202526/A0954V01202526
14	Run-Off Endorsement	IRDAN152CPLB0941V01202526/A0955V01202526
15	Sister Company Endorsement	IRDAN152CPLB0941V01202526/A0956V01202526
16	Specific Event/Matter Exclusion	IRDAN152CPLB0941V01202526/A0957V01202526
17	Territorial Exposure Exclusion Endorsement	IRDAN152CPLB0941V01202526/A0958V01202526
18	Tie-In Limits Endorsement	IRDAN152CPLB0941V01202526/A0959V01202526
19	US Amendatory Endorsement	IRDAN152CPLB0941V01202526/A0960V01202526