

# LIBERTY CYBER SAFE INSURANCE POLICY

## Policy Wordings

### COVERAGE

In consideration of the payment of the premium and subject to all of the provisions of this policy the **Insurer** and the **Policyholder** agree as follows:

Cover under this policy is provided solely for **Claims** first made against an **Insured** during the **Policy Period** or extended reporting period, if applicable and reported to the **Insurer** in accordance with the conditions of this policy.

### COVERAGE MODULE 1. LIBERTY CYBER LIABILITY SHIELD

#### 1. A Liability arising out of loss of personal/corporate Information

The **Insurer** will pay to or on behalf of **Insured** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Data Subject/Third Party** against the **Insured** in respect of an actual or alleged **Qualifying Breach of Personal /Corporate Information** or the disclosure of **Personal Information/Third Party Data** by an employee of the **Company**

#### 1.B Liability arising out of supplier's services

The **Insurer** will pay to or on behalf of **Company** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Third Party** against a **Supplier** and which arises from any actual or alleged breach of duty by the **Supplier** in regards to the processing of **Personal Information** and/or **Corporate Information** on behalf of the **Company** (for which the **Company** is liable).

#### 1.C Liability arising out of breach of network security

The **Insurer** will pay to or on behalf of **Insured** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Third Party** against the **Insured** which is caused by any act, error or omission by the **Insured** resulting in:

- (i) the introduction of any unauthorized software, computer code or virus to **Third Party Data** on the **Company's Computer System** which is specifically designed to disrupt the operation of or corrupt or damage any software or data recorded on the **Company's Computer System**;
- (ii) the denial of access to an authorised **Third Party** to its **Data** and the **Company's Computer System**
- (iii) the wrongful appropriation of a network access code from the **Company**;
- (iv) the destruction, modification, corruption, damage or deletion of **Third Party Data** stored on any **Computer System**;
- (v) the transmission of malicious code to a **Third Party**, including but not limited to a virus, Trojan horse, worm or logic bomb.

#### 1.D Liability arising out of physical theft and / or loss of Company's assets

The **Insurer** will pay to or on behalf of **Insured** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Third Party** against the **Insured** which is caused by any act, error or omission by the **Insured** arising out of physical theft/loss of **Company's Assets** which results in a **Qualifying breach of Data Security**.

#### 1.E Liability arising out of Company's Multimedia Activities

The **Insurer** will pay to or on behalf of **Company** all **Damages** and **Defence Costs** (not to exceed the Sublimit stated in item 6, 1.E of the Schedule) which arise out of a **Claim** by a **Third Party** against the **Company** solely in the performance of or failure to perform **MultiMedia Activities** arising from the following alleged or actual wrongful acts:

- (i) defamation, including but not limited to libel, slander, or disparagement of trade, reputation or the character of any person or organization, or infliction of emotional distress or mental anguish arising from the foregoing;
- (ii) unintentional infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark, service name or domain name, whether by deep-linking or framing or otherwise;
- (iii) plagiarism, piracy or misappropriation or theft of ideas or information;
- (iv) invasion, infringement or interference with rights of privacy or publicity, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
- (v) unfair competition, but only if alleged in conjunction with any of the acts listed in (i) – (iv) above; or
- (vi) liability arising out of the **Insured's** negligence in respect of any digital media content

#### Exclusions Specific to 1.E

##### I Product Descriptions

This Module shall not cover **Loss** arising out of, based upon or attributable to the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services and any cost guarantees, cost representations, or contract price estimates, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality or performance standards.

##### II Financial Data

This Module shall not cover **Loss** arising out of, based upon or attributable to errors made in any financial data that the **Company** publicises including, but not limited to, the **Company's** annual report and accounts and any communications to the stock market

### COVERAGE MODULE 2. LIBERTY CYBER LOSSES AND EXPENSES SHIELD

#### 2.A Restoration of Electronic Data

The **Insurer** will pay to or on behalf of the **Company** all **Professional Fees** and/or Employee Overtime wages to restore, recollect and recreate **Data** (not to exceed the Sublimit stated in item 6, 2.A of the Schedule) arising solely as a result of a **Security Failure** to:

- (i) determine whether **Data** held by the **Company** can or cannot be restored, recollect, or recreated; and
- (ii) recreate or recollect **Data** held by the **Company** where backup systems fail to capture such **Data** or it is corrupted or lost because of a technical failure or because of the negligence or default of an operator or other person lawfully charged with that responsibility

#### 2.B Network Business Interruption Losses

The **Insurer** will pay to the **Company** any **Network Loss** including **Extra Expenses** (not to exceed the Sublimit stated in item 6, 2.B of the Schedule) in respect of a **Material Interruption** that an **Insured** incurs after the **Waiting Hours Period** has expired and solely as a result of a **Security Failure**

#### Exclusions specific to 2.B

##### (i) Government Entity or Public Authority

This Module shall not cover any **Network Loss** arising out of, based upon or attributable to any seizure, confiscation, nationalisation, or destruction of a **Computer System** by order of any government entity or public authority

##### (ii) Specific Network Business Interruption Conditions

This Module shall not cover any **Network Loss** arising out of, based upon or attributable to any:

- a. 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;
- b. legal costs or legal expenses of any type;
- c. updating, upgrading, enhancing or replacing any **Computer System** to a level beyond that which existed prior to sustaining **Network Loss**;
- d. unfavorable business conditions; or
- e. the removal of software program errors or vulnerabilities

#### Policy Conditions specific to Module 2.B

##### (i) Notice

In addition to the requirements to give notice under this policy, each **Insured** must also:

- I. complete and sign a written, detailed and affirmed proof of loss within ninety (90) days after the discovery of any **Network Loss** (unless this period is otherwise extended in writing by the **Insurer**) which will detail a full description of the **Network Loss** and the circumstances of such **Network Loss**.  
 The written proof should also include a detailed calculation of any **Network Loss** and all underlying documents and materials that reasonably relate to or form a part of the basis of the proof of the **Network Loss**;

- II. upon the **Insurer's** request, submit to an examination; and

- III. waive professional privilege and shall provide the **Insurer** on an ongoing basis with any cooperation and assistance that the **Insurer** may request, including assisting the **Insurer** in:
  - a. any investigation of a **Security Failure** or **Network Loss**;
  - b. enforcing any legal rights the **Company** or the **Insurer** may have against anyone who may be liable to an **Insured** for a **Security Failure**;
  - c. executing any documents that the **Insurer** deems necessary to secure its rights under this policy; and
  - d. any calculation or appraisal conducted by or on behalf of the **Insurer** pursuant to this Network Business Interruption Module.

##### After:

(A) the presentation of the satisfactory written proof of **Network Loss** as provided for in (I), (II), and (III) above by the **Insured**; and

(B) the subsequent written acceptance thereof by the **Insurer**, all adjusted claims are due and payable forty five days (45) thereafter.

The costs and expenses of establishing or proving an **Insured's** loss under this Network business Interruption Module, including, without limitation, those associated with preparing the proof of loss, shall be the obligation of the **Insured** and not covered under this policy.

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### (ii) Network Loss Calculations

In determining the **Network Loss** for the purpose of ascertaining the amount payable under this Network Business Interruption Module, due consideration shall be given to the prior experience of the **Company's** business before the beginning of the **Security Failure** and to the probable business an **Insured** could have performed had no **Security Failure** occurred. **Network Loss** calculations shall not include, and this policy shall not cover, net income that would likely have been earned as a result of an increase in volume of business due to favorable business conditions caused by the impact of security failures on other businesses. Calculations shall be on an hourly basis and based on such an **Insured's** actual net profit loss caused by a reduction in revenue or increase in charges and expenses directly attributable to the **Material Interruption**.

### (iii) Appraisal

If the **Company** and the **Insurer** disagree on the extent of **Network Loss**, either may make a written demand for an appraisal of such **Network Loss**. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an expert who has not less than ten (10) years' standing and who is a partner in a major international accounting firm, experienced in assessing loss. Each appraiser will separately state the extent of **Network Loss**. If they fail to agree, they will submit their differences to the expert. Any decision by the expert will be final and binding.

The **Company** and the **Insurer** will (i) pay their own respective chosen appraiser and (ii) bear the expenses of the expert equally. Any appraisal of **Network Loss** shall be calculated in accordance with all terms, conditions and exclusions of this policy.

## COVERAGE MODULE 3. LIBERTY CYBER CRISIS MANAGEMENT SHIELD

### 3.A Proactive Forensic Costs/ Forensic Costs

The **Insurer** will pay to or on behalf of **Company** all **Professional Fees** (not to exceed the Sublimit in item 6, 3.A of the Schedule) of forensic cyber risk specialists for the purpose of

- substantiating whether a **Qualifying Breach of Data Security** has occurred/ is occurring
- identifying the cause of the breach
- making recommendations as to how this may be prevented or mitigated and assessing the disclosed loss arising out of **Qualifying Breach of Data security**.
- establishing the extent of the **Qualifying Breach of Data security**, identifying **Personal information** and **Corporate Information** that may have been compromised and for making recommendations as to how this may be prevented or mitigated.

Such **Professional Fees** can only be incurred from the date of notification to the **Insurer** in accordance with clause 7.1

### 3.B Repair of the Company's / Individual Reputation

The **Insurer** will pay to or on behalf of **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 6, 3.B of the Schedule) of independent advisors (including, but not limited to, legal advice concerning media strategy, crisis consulting and independent public relations services) for the management of any action reasonably required to prevent or mitigate the potential adverse effect of a **Newsworthy Event** including the design and management of a communications strategy.

The **Insurer** will pay to or on behalf of any director, chief compliance officer, **Data Protection Officer** or General Counsel of a **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 6, 3.B of the Schedule) for advice and support from an independent public relations consultant, in order to mitigate or prevent damage to their individual (personal and professional) reputation due to an actual or alleged **Qualifying Breach of Data Security** or breach of **Data Protection Law**.

Such **Professional Fees** can only be incurred after notification to the **Insurer** in accordance with clause 7.1 within 185 days from the date of such notification.

### 3.C Privacy Notification Costs

The **Insurer** will pay to or on behalf of the **Insured** all **Professional Fees** (not to exceed the Sublimit stated in item 6, 3.C of the Schedule) in relation to the investigation, collation of information, changing and replacement of **Records**, preparation for and notification to **Data Subjects** and/or any relevant **Regulator** of any alleged or actual **Qualifying Breach of Data Security** or breach of **Data Protection Law**

### 3.D Credit Monitoring Costs

The **Insurer** will pay to or on behalf of the **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 6, 3.D of the Schedule) for credit monitoring services for possible misuse of any **Personal Information** as a result of an actual or alleged **Qualifying Breach of Data Security** or breach of **Data Protection Law**

### 3.E Cyber/ Privacy Extortion

The **Insurer** will pay to or on behalf of the **Insured** all **Extortion Loss** (not to exceed the Sublimit stated in item 6, 3.E of the Schedule) that an **Insured** incurs solely as a result of an **Extortion Threat**.

### Exclusion Specific to Module 3.E

#### (i) Government entity or public authority

This Module shall not cover any **Extortion Loss** arising out of, based upon or attributable to any **Extortion Threat** made by any government entity or public authority

### Conditions Specific to Module 3.E

- The **Insured** shall use its best efforts at all times to ensure that knowledge regarding the existence of the insurance for **Extortion Loss** afforded by this policy is kept confidential. If the existence of insurance for **Extortion Loss** provided by this policy enters into the public domain or is revealed to a person presenting a **Security Threat** through no fault of the **Insurer**, the **Insurer** may terminate the insurance provided by this policy for **Extortion Loss** with immediate effect from the date this knowledge enters into the public domain or is revealed to any person presenting a **Security Threat**.
- The **Insured** shall allow the **Insurer** (or the **Insurer's** nominated representatives) to notify the police or other responsible law enforcement authorities of any **Extortion Threat**

## COVERAGE MODULE 4. LIBERTY CYBER REGULATORY SHIELD

### 4.A Regulatory Investigations

The **Insurer** will pay to or on behalf of **Insured** all **Professional Fees** (not to exceed the Sublimit stated in item 6.4.A of the Schedule) for legal advice and representation in connection with any **Regulatory Investigation**

### 4.B Regulatory Fines

The **Insurer** will pay to or on behalf of **Insured** all **Regulatory Fines** (not to exceed the Sublimit stated in item 6.4.B of the Schedule) that the **Insured** is legally obligated to pay upon the conclusion of a **Regulatory Investigation** arising out of a breach of **Data Protection Law**.

## 5. DEFINITIONS

### 5.1 Asset

means any item or element of hardware, software or equipment that is or may be used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting electronic data of any type (including voice).

### 5.2 Breach Notice Law

means any **Data Protection Law** that creates a legal obligation to give notice in respect of an actual or potential breach.

### 5.3 Claim

means the receipt by or service upon the **Insured** of:

- an **Enforcement Notice**;
- a written demand seeking a legal remedy;
- a demand or notification of civil, regulatory, administrative or criminal proceedings seeking legal remedy, compliance or other sanction; or
- a written demand by a **Regulator** in connection with a **Regulatory Investigation** (in respect of Insurance Module 4 (Liberty Cyber Regulatory Shield) only).

**Claim** shall not include any (i) **Data Subject Access Request**; or (ii) allegation brought by or on behalf of any director, partner, principal, chief compliance officer, **Data Protection Officer** or General Counsel of the **Company**.

### 5.4 Company

means the **Policyholder** and its **Subsidiary**.

### 5.5 Computer System

means information technology and communications systems, networks, services and solutions (including all **Assets**) that either (a) form part of such systems and networks, or (b) are used in the provision of such services and solutions which are leased or made available to or accessible by the **Company** or which are provided to the **Company's** exclusive and secure usage for the purpose of its business.

### 5.6 Corporate Information

means:

- any confidential information, which is the exclusive intellectual property of a **Third Party** including but not limited to budgets, customer lists, marketing plans and other information the release of which would be advantageous to a competitor and which is otherwise not available to such competitors any information which is confidential or which is subject to legal professional privilege to which a **Third Party** is entitled, including but not limited to any confidential information supplied to a solicitor, accountant or other professional advisor in the course of his or her professional duties, which is otherwise not in the public domain; or
- any information which is lawfully disclosed to the **Company** and which is lawfully received by the **Company** in circumstances which impose a legal obligation to keep the information confidential or which is provided to the **Company** pursuant to a written confidentiality agreement, and which has been lawfully collected and maintained by or on behalf of the **Company**.

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#### 5.7 Cyber Terrorism

Cyberterrorism means the premediated use of disruptive activities against any **Computer System** or network, with the explicit threat to use such activities, that results in causing harm, furthering social, ideological, religious, political, or similar objectives, or intimidating any person(s) in furtherance of such objectives

#### 5.8 Damages

means:

- any amount that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments or arbitral awards rendered against an **Insured**;
- monies payable by an **Insured** to a **Third Party** pursuant to a **Settlement Agreement** negotiated by the **Company** and which is approved by the **Insurer**,

pursuant to an act, error or omission on the part of an **Insured**,

**Damages** shall not mean and this policy shall not cover any: (i) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages; (ii) fines or penalties; (iii) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; (iv) costs or other amounts that the **Insured** are responsible for under a merchant services agreement; or (v) discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the **Insured's** customers or clients.

#### 5.9 Data

**Data** means a representation of information, knowledge, facts, concepts, or instructions which are processed or have been processed in a computer

#### 5.10 Data Protection Law

means the applicable laws in India and any and all other equivalent laws and regulations applicable to the **Insured**, and such laws or regulations as may be enacted and/or amended from time to time, relating to the regulation and enforcement of data protection and privacy in any country.

#### 5.11 Data Protection Officer

means an employee who is designated by the **Company** as the person responsible to implement, monitor, supervise, report upon and disclose the **Company's** regulatory compliance standards with respect to data collection, data processing and delegation of data processing.

#### 5.12 Data Subject

means any natural person whose **Personal Information** has been collected or processed by or on behalf of the **Company**.

#### 5.13 Data Subject Access Request

means a written request from a **Data Subject** to the **Company** regarding the mandatory production of:

- Personal Information** held which identifies such individual person;
- the reason such **Personal Information** has been collected or processed;
- the recipients or classes of recipients to whom such **Personal Information** has been or may be disclosed; and
- the source of such **Personal Information**.

#### 5.14 Defence Costs

means reasonable and necessary legal fees, costs and expenses which the **Insured** incurs, with the prior written consent of the **Insurer**, in relation to the investigation, response, defence, appeal and/or settlement of a **Claim** made against the **Insured**.

**Defence Costs** shall not mean any internal costs of the **Insured** (e.g., wages, salaries or other remuneration).

#### 5.15 Enforcement Notice

means a notice from a **Regulator** requiring the **Company** to:

- confirm compliance with the applicable **Data Protection Law**;
- take specific measures to comply with the applicable **Data Protection Law**; or
- refrain from processing any specified **Personal Information** or **Third Party Data**;

within a specified time period.

#### 5.16 Extra Expenses

means reasonable expenses an **Insured** incurs in an attempt to continue operations that are over and above the expenses such **Insured** would have normally incurred. **Extra Expenses** do not include any costs of updating, upgrading or remediation of an **Insured's Computer System** that are not otherwise covered under this policy. It is hereby understood and agreed that such **Extra Expenses** shall in no case exceed the **Network Loss** calculated for the corresponding **Material Interruption** period.

#### 5.17 Extortion Loss

means any:

- monies paid by an **Insured** including mediation cost with the **Insurer's** prior written consent to prevent or end an **Extortion Threat**; or
- Professional Fees** for independent advisors to conduct an investigation to determine the cause of an **Extortion Threat**

#### 5.18 Extortion Threat

means any threat or connected series of threats, for the purpose of demanding monies, communicated to the **Insured** to prevent or end a **Security Threat**

#### 5.19 Information Commissioner

Such role as may be appointed by the **Regulator** under laws and regulations relating to the regulation and enforcement of data protection and privacy and any equivalent position in any other jurisdiction.

#### 5.20 Insured

means:

- the **Company**;
  - any natural person who is or has been a director, principal, partner or officer (including but not limited to any chief compliance officer, **Data Protection Officer** or General Counsel) of the **Company** to the extent such person is acting in such capacity;
  - any employee of the **Company**; and
- any estates or legal representatives of any **Insured** described in (i), (ii) and (iii) of this Definition to the extent that a claim is brought against them in respect of an act, error or omission of such **Insured**.

#### 5.21 Insurer

Liberty General Insurance Limited

#### 5.22 Limit of Liability

means the amount specified in item 5 of the Schedule.

#### 5.23 Loss

means:

- Damages, Defence Costs, Professional Fees, Regulatory Fines**; and
- Extortion Loss** and
- Network Loss**.

**Loss** shall not mean any compensation, internal or overhead expenses of any **Insured** or the cost of any **Insured's** time except for Module 2A, Restoration of electronic data and to the extent defined therein.

#### 5.24 Material Interruption

means any material interruption in, or suspension of, the service provided by the **Computer System** directly caused by a **Security Failure**

#### 5.25 Multimedia Activities

means the publication or broadcast of any digital media content

#### 5.26 Network Loss

means the reduction in net profit earned by the **Company** in the period from the expiration of the **Waiting Hours Period** until service is restored (but in any event no later than 90 days after the commencement of the **Material Interruption**) that, but for the **Material Interruption**, the **Company** would have earned (and which is attributable to a loss of revenue) before payment of income taxes and after accounting for savings and reasonable mitigation.

**Network Loss** in this context excludes losses arising from **Claims** made by **Third Parties** for whatever reason but not a reduction in revenue by virtue of a contractual reduction in payments for the service or service credits paid by the **Insured**

#### 5.27 Newsworthy Event

means the actual or threatened public communication or reporting in any media which arises directly out of an actual or potential or alleged breach of **Data Protection Law** or a **Qualifying Breach of Data Security** which is likely to bring the **Company** into disrepute or tarnish its reputation and damage its goodwill amongst the community of people or businesses who are its customers or suppliers or with whom the **Company** habitually deals with in the course of its business.

#### 5.28 Personal Information

means any private information concerning a **Data Subject** which has been lawfully collected and maintained by or on behalf of the **Company**.

#### 5.29 Professional Fees

means the reasonable and necessary fees, costs and expenses of experts engaged by the **Insured** in accordance with the terms of this policy and with the prior written consent of the **Insurer**.

#### 5.30 Policyholder

means the entity specified as such in item I of the Schedule.

#### 5.31 Qualifying Breach of Corporate/Personal Information

Means the accidental or negligent disclosure of **Corporate Information** by an **Insured** for which the **Company** is responsible for or **Personal Information** for which the **Company** is responsible as either a **Data Processor** or a **Data Controller** as defined under any applicable **Data Protection Law**.



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#### 5.32 Qualifying Breach of Data Security

means the **Unauthorised access** by a **Third Party** to the **Company's Computer System** or use or access of the **Company's Computer System** outside of the scope of the authority granted by the **Company**.

#### 5.33 Record

**Record** means a natural person's first name or first initial, and last name, in combination with:

- i) their driver's licence number, tax file number or other personal identification number including but not limited to social security number (including an employee identification number or student identification number);
- ii) their financial account number (including a bank account number, superannuation or retirement account number);
- iii) medicare card number;
- iv) their credit, debit or payment card number;
- v) any information related to their employment by an **Insured**; or
- vi) any individually identifiable health information held by an **Insured**,

when any of the information in "i)" through "vi)" above is intended by an **Insured** to be accessible only by persons it has specifically authorized to have such access.

#### 5.34 Regulator

means an **Information Commissioner** or statutory body established pursuant to **Data Protection Law** in any jurisdiction and which is authorised to enforce statutory obligations in relation to the processing or control of **Personal Information** (or where relevant, **Corporate Information**).

#### 5.35 Regulatory Fines

means any lawfully insurable fines and penalties which are adjudicated by a **Regulator** to be payable by an **Insured** for a breach of **Data Protection Law**. **Regulatory Fines** shall not include any other type of civil or criminal fines and penalties.

#### 5.36 Regulatory Investigation

means any formal or official action, investigation, inquiry or audit by a **Regulator** against an **Insured** arising out of the use or alleged misuse of **Personal Information** or any aspects of the control or processing of **Personal Information** or delegation of data processing to a **Supplier** which is regulated by **Data Protection Law**, but shall not include any industry-wide, non-firm specific, inquiry or action.

#### 5.37 Retention

means the amounts specified as such in item 7 of the Schedule.

#### 5.38 Retroactive Date

means the date specified as such in item 9 of the Schedule.

#### 5.39 Security Failure

means a failure or intrusion in part or whole of the **Computer System**, including, without limitation, that which results in or fails to mitigate any **Unauthorised access**, unauthorised use, denial of service attack or receipt or transmission of a malicious code. **Security Failure** includes any such failure or intrusion resulting from the theft of a password or network access code from a **Company's** premises, a **Computer System**, or an officer, director or employee of a **Company** by non-electronic means in direct violation of a **Company's** specific written security policies or procedures

#### 5.40 Security Threat

means any threat to the **Computer System** that may result in an actual or alleged **Qualifying Breach of Data Security** causing financial harm to the **Company**.

#### 5.41 Settlement Agreement

means any agreement made by the **Company** (with the prior written consent of the **Insurer**) with a **Third Party**, in order to set aside permanently any potential or actual litigious matter or disagreement between the **Insured** and a **Third Party**.

#### 5.42 Subsidiary

means any entity in which the **Policyholder**, either directly or indirectly through one or more of its other entities:

- (i) controls the composition of the board of directors;
- (ii) controls more than half of the voting power; or
- (iii) holds more than half of the issued share or equity capital.

For any **Subsidiary** or any **Insured** thereof, cover under this policy shall only apply to a breach of **Data Protection Law** or an act, error, or omission resulting in a **Qualifying Breach of Data Security** committed while such entity is a **Subsidiary** of the **Policyholder**.

#### 5.43 Supplier

means a natural person or entity which collects or processes **Personal Information** or **Corporate Information** on behalf of the **Company**, whether based on an express contractual agreement or under a legal requirement.

#### 5.44 Third Party

means any natural person or entity who deals at arm's length with the **Insured** and which neither controls or is controlled by the **Insured** and which is not: (i) an **Insured**; or (ii) any other natural person or entity having a significant financial investment or executive role in the operation or management of the **Company**; (iii) any person or entity who can by virtue of any legal, equitable or commercial right or interest control or influence the board of directors or the management of the **Company** or which can be influenced or controlled by the **Company** in a similar manner.

#### 5.45 Third Party Data

means:

- (i) **Corporate Information**;
- (ii) any private information concerning a natural person, which has been lawfully collected and maintained by or on behalf of a **Third Party**
- (iii) any other information of a commercial, business or operational nature belonging to a **Third Party**,

and which is held by the **Company** under a contractual obligation between the **Company** and a **Third Party** in the course of provision of services.

#### 5.46 Unauthorised Access

Means any malicious or illegal act to cause harm or to gain access to, or disclose data from, **computer systems** or computer networks through the use of any **computer system** or computer network.

#### 5.47 Waiting Hours Period

means the number of hours set forth in item 7 of the Schedule that must elapse once a **Material Interruption** has begun before a **Network Loss** can begin to be incurred

## 6 EXCLUSIONS

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

#### 6.1 Antitrust

any actual or alleged antitrust violation, restraint of trade or unfair competition. This exclusion shall not apply to Module I.E(v) Liability arising out of Multimedia Activities

#### 6.2 Bodily Injury and Property Damage

any:

- (i) physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury, other than mental anguish or mental injury arising from any breach of **Data Protection Law** by the **Company**; or
- (ii) loss or destruction of tangible property, other than  
a. **Third Party Data**, or loss of use thereof, or  
b. The physical theft or loss of the **Company's Assets**;

#### 6.3 Contractual Liability

any guarantee, warranty, contractual term or liability assumed or accepted by an **Insured** under any contract or agreement (including but not limited to any service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the **Insured's** customers or clients) except to the extent such liability would have attached to the **Insured** in the absence of such contract or agreement;

#### 6.4 Conduct

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) directors, principals, partners, chief compliance officer, **Data Protection Officer** or General Counsel whether acting on their own or in collusion with others; or
- (b) employees or **Suppliers** acting in collusion with any of the **Company's** directors, principals, partners, chief compliance officer, **Data Protection Officer** or General Counsel.

#### 6.5 Data Risk

any data which is materially different in quality, sensitivity or value from that which is disclosed in any proposal, information or representation made or provided to the **Insurer** prior to the inception date;

#### 6.6 Intellectual Property

any infringement of patents and trade secrets or to loss of rights to secure registration of patents due to an unauthorised disclosure. This Exclusion 6.6 shall not apply to coverage under Module IA Loss of Corporate Information arising out of a **Qualifying Breach Of Corporate Information**.



## LIBERTY CYBER SAFE INSURANCE POLICY

### Policy Wordings

#### 6.7 Intentional Acts

any intentional, deliberate or reckless act by any natural person who is or has been a director, principal, partner or officer (including but not limited to any chief compliance officer, **Data Protection Officer** or General Counsel) of the **Company** that would reasonably be expected to give rise to a **Claim** against an **Insured**;

#### 6.8 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;

#### 6.9 Prior Claims and Circumstances

arising out of, based upon or attributable to

(i) facts alleged or the same or related acts, errors or omissions of an **Insured**, alleged or contained in any **Claim** which has been or could have been reported or in any circumstances of which notice has been or could have been given under any policy of which this policy is a renewal or replacement or which it may succeed in time; or

(ii) any pending or prior civil, administrative or regulatory proceeding, investigation, arbitration or adjudication as of the **Retroactive Date**, or alleging or deriving from the same or essentially the same facts as alleged in such actions.

#### 6.10 Securities Claims

any actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities;

#### 6.11 Terrorism /War

any form of war, terrorism or riot; provided however that this exclusion shall not apply to actual, alleged or threatened **Cyber Terrorism**.

#### 6.12 Trading Losses

any trading losses or trading liabilities; monetary value of any electronic fund transfers or transactions by or on behalf of the **Insured** which is lost, diminished or damaged during transfer from, into or between accounts; or the face value of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount;

#### 6.13 Unauthorised Trading

any actual or alleged trading by the **Insured** which at the time of the trade:

- is in excess of permitted financial limits, or;
- is outside permitted product lines;

#### 6.14 Unauthorised or unlawfully collected data

the unlawful or unauthorised collection by the **Company** of **Third Party Data**;

#### 6.15 Unsolicited Materials

any distribution of unsolicited email, direct mail, or facsimiles, wire tapping, audio or video recording, or telemarketing;

#### 6.16 Uninsurable Loss

any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a **Claim** is brought or where any Insuring clause or Module is triggered.

#### 6.17 Infrastructure

(i) any electrical or mechanical failure of infrastructure, other than a **Company's Computer System** whether or not under control of the **Insured**, including any electrical power interruption, surge, brown out or black out.

(ii) any failure of telephone lines, data transmission lines, satellites or other telecommunications or networking infrastructure not under the control of an **Insured** or an **Outsource Service Provider**.

(iii) any satellite failure.

## 7. CLAIMS

### 7.1 Notification of Claims and Circumstances that may lead to a Claim

This policy affords cover solely with respect to:

- Claims** which are first made against the **Insured** during the **Policy Period**; and
- Qualifying Breaches of Data Security**, breaches of **Data Protection Law, Newsworthy Events, Extortion Threats** or **Material Interruptions** or events which may give rise to a **Claim** under this policy, which occur after the **Retroactive Date**, and in all cases which are reported by the **Insured** in writing to the **Insurer** as soon as practicable and in any case during the **Policy Period** or the Extended Reporting Period if applicable

If, during the **Policy Period** or the Extended Reporting Period if applicable, any **Insured** becomes aware of any fact, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Law, Newsworthy Event, Extortion Threat** or **Material Interruption** that an informed person operating within the same type

of business as the **Company** would reasonably believe is likely to give rise to a later date to a **Claim**, the **Insured** shall promptly inform the **Insurer** about those circumstances.

Such notification must be presented in chronological order and must detail the facts or matters which have or may give rise to a **Claim** which should include at a minimum the following information:

- the nature and circumstances of the facts;
- alleged, supposed or potential breach;
- date, time and place of the alleged, supposed or potential breach;
- the identity of the potential claimants and all other potentially involved persons and/or entities;
- estimate of possible loss;
- the potential media or regulatory consequences.

All notifications relating to **Claims**, circumstances, **Qualifying Breaches of Data Security**, breaches of **Data Protection Law, Newsworthy Events, Extortion Threats** or **Material Interruptions** must be in writing and sent by e-mail or registered post or pre-paid courier service to:

[Commercialclaims@libertyinsurance.in](mailto:Commercialclaims@libertyinsurance.in)

Liberty Insurance Cyber Emergency Support : 0008000401785

Toll free no : 18002665844

Boardline: 022 6700 1313

Liberty General Insurance Limited.

10th Floor, Tower A, Peninsula Business Park,

Senapati Bapat Marg, Lower Parel, Mumbai 400 013

### 7.2 Related Claims

If notice of a **Claim**, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Law, Newsworthy Event, Extortion Threat** or **Material Interruption** is given to the **Insurer** pursuant to the terms and conditions of this policy, then:

(i) any subsequent **Claim**, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Law, Newsworthy Event, Extortion Threat** or **Material Interruption** alleging, arising out of, based upon or attributable to the facts alleged in that previously notified **Claim**, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Law, Newsworthy Event, Extortion Threat** or **Material Interruption**; and

(ii) any subsequent **Claim**, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Law, Newsworthy Event, Extortion Threat** or **Material Interruption** alleging any **Loss** which is the same as or related to any **Loss** alleged in that previously notified **Claim**, circumstance, **Qualifying Breach of Data Security, Data Protection Law, Newsworthy Event, Extortion Threat** or **Material Interruption**,

shall be considered made against the **Insured** and reported to the **Insurer** at the time notice was first given.

Any **Claim**, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Law, Newsworthy Event, Extortion Threat** or **Material Interruption** arising out of, based upon or attributable to:

- the same cause; or
- a single **Loss**; or
- a series of continuous, repeated or related **Losses**;

shall be considered a single **Claim**, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Law, Newsworthy Event, Extortion Threat** or **Material Interruption** for the purposes of this policy.

### 7.3 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 and all premium deemed fully earned and non-refundable.

# LIBERTY CYBER SAFE INSURANCE POLICY

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### 7.4 Extended Reporting Period

If the **Insurer** cancels or does not renew this policy, other than for non-payment of Premium or any other breach of the terms of this policy by an **Insured**, the Policyholder shall have the right to a period of 90 days following the date of cancellation or expiry in which to give notice or any covered **Claim** first made against the **Insured**. That extended reporting period shall apply if this policy or its cover has not been replaced and only where the Claim is not partially nor wholly covered by any other insurance policy in force after the expiry date of the Policy.

### 7.5 Other Insurance

If at the time of any **Claim** under the Policy there is or would be, but for the existence of the Policy, any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured**, applicable to such **Claim**, the **Insurer** shall be liable under this Policy to indemnify the **Insured**, only to the extent that the amount of such **Loss** is in excess of the applicable retention /deductible and **Limit of Liability** of such other insurance, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such insurance is written only as specific excess insurance over the limits of liability provided in this policy. Any payment by **Insured** of a retention /deductible under such other insurance shall deplete by the amount of such payment the applicable **Retention** under this policy.

## 8. DEFENCE AND SETTLEMENT

### 8.1 Defence

The **Insurer** does not assume any duty to defend, and the **Insured** must defend and contest any **Claim** made against it unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any **Claim**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer**.

The **Insured** must render all reasonable assistance to the **Insurer** and take all reasonable measures to mitigate or avoid the **Loss** or to determine the **Insurer's** liability under the policy.

### 8.2 Insurer's Consent

As a condition precedent to cover under this policy, no **Insured** shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any **Defence Costs** or **Professional Fees** without the prior written consent of the **Insurer**. Only those settlements, judgments and **Defence Costs** or **Professional Fees** consented to by the **Insurer**, and judgments resulting from **Claims** defended in accordance with this policy, shall be recoverable as **Loss** under this policy. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to exercise all of its rights under the policy. Compliance with a **Breach Notice Law** will not be considered as an admission of liability for the purposes of this clause.

### 8.3 Insured's Consent

The **Insurer** may make any settlement of any **Claim** it deems expedient with respect to any **Insured**, subject to such **Insured's** written consent (which shall not be unreasonably withheld or denied). If any **Insured** withholds consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the **Insurer** could have settled such **Claim**, plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**, less coinsurance (if any) and the applicable **Retention**.

### 8.4 Subrogation and Recovery

If the **Insurer** makes any payment under this policy, it shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery and shall be entitled to pursue and enforce such rights in the **Insured's** name, even if the **Insured** is compensated for such **Loss**.

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** shall provide the **Insurer** with all reasonable assistance and shall do everything that may be necessary to secure any rights including the execution of documents necessary for the **Insurer** to bring suit in the **Insured's** name. Any amount recovered in excess of the **Insurer's** total payment shall be restored to the **Insured** less the recovery cost.

## 9. LIMIT OF LIABILITY AND RETENTION

### 9.1. Limit of Liability

The total amount payable by the **Insurer** under this policy shall not exceed the **Limit of Liability**. Sub-limits of Liability, Modules., **Professional Fees** and **Defence Costs** are part of that amount and are not payable in addition to the **Limit of Liability**. The inclusion of more than one **Insured** under this policy does not operate to increase the total amount payable by the **Insurer** under this policy.

In the event that another insurance is provided by the **Insurer** or any member company or affiliate of Liberty Mutual Group, then the maximum amount payable by Liberty under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable **Limit of Liability**. Nothing contained herein shall be construed to increase the **Limit of Liability** of this policy. To the extent that another insurance policy imposes upon the **Insurer** a duty to defend a claim, defence costs arising out of such a claim shall not be covered under this policy.

### 9.2 Retention

With respect to all **Claims** or **Qualifying Breaches of Data Security**, breaches of **Data Protection Law, Material Interruptions or Extortion Threats**, the **Insured** will only pay that amount of any **Loss** which is in excess of the **Retention** specified in item 7 of the Schedule. The **Retention** amount is to be borne by the **Company** and shall remain uninsured. A single **Retention** shall apply to **Loss** arising from **Claims, Qualifying Breaches of Data Security**, breaches of **Data Protection Law, Material Interruptions or Extortion Threats** which are considered related **Claims, Qualifying Breaches of Data Security**, breaches of **Data Protection Law, Material Interruptions or Extortion Threats** pursuant to 7.2 "Related Claims".

In the event that a **Claim, Qualifying Breach of Data Security**, breach of **Data Protection Law, Material Interruption or Extortion Threat** triggers more than one of the **Retention** amounts, then, as to that **Claim**, breach of **Data Protection Law, Qualifying Breach of Data Security, Material Interruption or Extortion Threat** the highest of such **Retention** amounts shall be deemed the **Retention** applicable to **Loss** (to which a **Retention** is applicable pursuant to the terms of this policy) arising from such **Claim, breach of Data Protection Law Qualifying Breach of Data Security, Material Interruption or Extortion Threat**.

## 10 GENERAL PROVISIONS

### 10.1 Cooperation

The **Insured** will at its own cost:

- render all reasonable assistance to the **Insurer** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights;
- use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy;

give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this policy.

### 10.2 Maintenance of Security

The **Insured** will take all reasonable steps to maintain data and information security procedures to no lesser standard than 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).

### 10.3 Economic Sanctions

No insurer shall be deemed to provide cover and no insurer shall 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 of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom, United States of America or any other Country imposing any such sanctions

### 10.4 Policy Purchase

In granting cover to the **Insured**, the **Insurer** has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. In the event of the **Insurer** being entitled to avoid this policy from the inception date or from the time of any variation in cover, the **Insurer** may at its discretion maintain this policy in full force, but exclude the consequences of any **Claim**, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Law, Newsworthy Event, Extortion Threat or Material Interruption** relating to any matter which ought to have been disclosed before the inception date or before any variation in cover.

### 10.5 Assignment

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.

## LIBERTY CYBER SAFE INSURANCE POLICY

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#### 10.6 Cancellation By Policyholder:

This policy may be cancelled by the **Policyholder** by giving written notice to the **Insurer**, in which case **Insurer** will retain the short period rate as per the following table for the time the Policy has been in force.

For a period not exceeding	Short Period Rate
15 days	10% of the Annual rate
1 month	15% of the Annual rate
2 months	30% of the Annual rate
3 months	40% of the Annual rate
4 months	50% of the Annual rate
5 months	60% of the Annual rate
6 months	70% of the Annual rate
7 months	75% of the Annual rate
8 months	80% of the Annual rate
9 months	85% of the Annual rate
Above 9 months	The full Annual rate

The above is applicable If no **Claim, Qualifying Breach of Data Security, breach of Data Protection Law, Material Interruption or Extortion Threat** or any other **Loss** covered under the Policy has been made and no circumstance has been notified prior to such cancellation. Otherwise, the premium shall not be returned and shall be deemed fully earned at the inception date

#### By Insurer:

This policy may be cancelled by the Insurer midterm by giving a written notice of not less than 15 days on the ground of fraud, mis-representation and moral hazards. Proof of mailing of such notice either physically or electronically, on the email/address made available to the Insurer shall be sufficient proof of the service of the notice and this policy shall be deemed cancelled as to all Insureds at the date and hour specified in such notice. In case the policy is cancelled on the ground of fraud, mis-representation and moral hazards, the Insurer shall not be liable to refund any premium amount. Further, in the event of non-receipt of premium by the Insurer, this Policy shall be *void ab initio*. In the event, the Regulatory mandate(s) for the time being in force, prescribe(s) such conditions for cancellation, which are different from the conditions mentioned in this policy, the conditions provided under such regulatory mandate(s) shall prevail over the conditions of this Policy

#### 10.7 Insolvency

Insolvency, receivership or bankruptcy of any **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

#### 10.8 Plurals, Headings and Titles

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in **bold** typeface have special meaning and are defined or specifically mentioned in the Schedule. Words that are not specifically defined in this policy have the meaning normally attributed to them.

#### 10.9 Governing Law

Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of India and In accordance with the English text as it appears in this policy.

#### 10.10 Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s). In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties. The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded. The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained. In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

#### SECTION - Customer Grievance Redressal Procedure

We are concerned about you and are committed to extend the best possible services. In case you are not satisfied with our services or resolutions, please follow the below steps for redressal.

##### Step 1

**Call us** on Toll free number: **1800-266-5844**  
 (8:00 AM to 8:00 PM, 7 days of the week) or  
**Email us** at: care@libertyinsurance.in or  
**Write to us** at:  
**Customer Service**  
**Liberty General Insurance Limited**  
 10<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
 Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013

##### Step 2

If our response or resolution does not meet your expectations, you can escalate at Manager@libertyinsurance.in

##### Step 3

If you are still not satisfied with the resolution provided, you can further escalate at Servicehead@libertyinsurance.in

An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by the company you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below:

Office of the Ombudsman Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu
<b>BENGALURU – Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
<b>BHOPAL – Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202. Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh Chattisgarh.
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa
<b>CHANDIGARH – Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.



## LIBERTY CYBER SAFE INSURANCE POLICY

### Policy Wordings

Office of the Ombudsman Contact Details	Areas of Jurisdiction
<p><b>CHENNAI – Shri. M. Vasantha Krishna</b>                      Office of the Insurance Ombudsman,                      Fatima Akhtar Court, 4th Floor, 453,                      Anna Salai, Teynampet,                      CHENNAI – 600 018.                      Tel.: 044 - 24333668 / 24335284                      Fax: 044 - 24333664                      Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a></p>	<p>Tamil Nadu,                      Pondicherry Town and                      Karaikal (which are part                      of Pondicherry).</p>
<p><b>DELHI</b>                      Office of the Insurance Ombudsman,                      2/2 A, Universal Insurance Building,                      Asaf Ali Road, New Delhi – 110 002.                      Tel.: 011 - 2323481/23213504                      Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a></p>	<p>Delhi.</p>
<p><b>ERNAKULAM</b>                      Office of the Insurance Ombudsman,                      2nd Floor, Pulinat Bldg., Opp. Cochin                      Shipyard,                      M. G. Road, Ernakulam - 682 015.                      Tel.: 0484 - 2358759 / 2359338                      Fax: 0484 - 2359336                      Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a></p>	<p>Kerala, Lakshadweep,                      Mahe-a part of                      Pondicherry.</p>
<p><b>GUWAHATI – Shri Kiriti. B. Saha</b>                      Office of the Insurance Ombudsman,                      Jeevan Nivesh, 5th Floor,                      Nr. Panbazar over bridge,                      S.S. Road, Guwahati – 781001(ASSAM).                      Tel.: 0361 - 2132204 / 2132205                      Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a></p>	<p>Assam,                      Meghalaya,                      Manipur,                      Mizoram,                      Arunachal Pradesh,                      Nagaland and Tripura.</p>
<p><b>HYDERABAD – Shri L Suresh Babu</b>                      Office of the Insurance Ombudsman,                      6-2-46, 1st floor, "Moin Court", Lane Opp.                      Saleem Function Palace, A. C. Guards,                      Lakdi-Ka-Pool, Hyderabad - 500 004.                      Tel.: 040 - 65504123 / 23312122                      Fax: 040 - 23376599                      Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a></p>	<p>Andhra Pradesh,                      Telangana,                      Yanam and                      part of Territory of                      Pondicherry.</p>
<p><b>JAIPUR – Smt. Sandhya Baliga</b>                      Office of the Insurance Ombudsman,                      Jeevan Nidhi – II Bldg., Gr. Floor,                      Bhawani Singh Marg, Jaipur - 302 005.                      Tel.: 0141 - 2740363                      Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a></p>	<p>Rajasthan.</p>
<p><b>KOLKATA</b>                      Office of the Insurance Ombudsman,                      Hindustan Bldg. Annexe, 4th Floor,                      4, C.R. Avenue, KOLKATA - 700 072.                      Tel.: 033 - 22124339 / 22124340                      Fax : 033 - 22124341                      Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a></p>	<p>West Bengal,                      Sikkim,                      Andaman &amp; Nicobar                      Islands.</p>
<p><b>MUMBAI – Shri Milind A. Kharat</b>                      Office of the Insurance Ombudsman,                      3rd Floor, Jeevan SevaAnnexe,                      S. V. Road, Santacruz (W), Mumbai - 400                      054.                      Tel.: 022 - 26106552 / 26106960. Fax: 022 -                      26106052                      Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a></p>	<p>Goa,                      Mumbai Metropolitan                      Region                      excluding Navi Mumbai &amp;                      Thane.</p>
<p><b>PUNE</b>                      Office of the Insurance Ombudsman,                      Jeevan Darshan Bldg., 3rd Floor,                      C.T.S. No.s. 195 to 198, N.C. Kelkar Road,                      Narayan Peth, Pune – 411 030.                      Tel.: 020-41312555                      Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a></p>	<p>Maharashtra,                      Area of Navi Mumbai and                      Thane                      excluding Mumbai                      Metropolitan Region.</p>

Office of the Ombudsman Contact Details	Areas of Jurisdiction
<p><b>PATNA</b>                      Office of the Insurance Ombudsman,                      1st Floor, Kalpana Arcade Building,,                      Bazar Samiti Road, Bahadurpur, Patna 800                      006.                      Tel.: 0612-2680952                      Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a></p>	<p>Bihar, Jharkhand.</p>
<p><b>LUCKNOW</b>                      Office of the Insurance Ombudsman,                      6th Floor, Jeevan Bhawan, Phase-II,                      Nawal Kishore Road, Hazratganj,                      Lucknow - 226 001.                      Tel.: 0522 - 2231330 / 2231331                      Fax: 0522 - 2231310                      Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a></p>	<p>Districts of Uttar Pradesh                      :                      Laitpur, Jhansi, Mahoba,                      Hamirpur, Banda,                      Chitrakoot, Allahabad,                      Mirzapur, Sonbhadra,                      Fatehpur, Pratapgarh,                      Jaunpur,Varanasi,                      Gazipur, Jalaun, Kanpur,                      Lucknow, Unnao, Sitapur,                      Lakhimpur, Bahraich,                      Barabanki, Raebareli,                      Sravasti, Gonda,                      Faizabad, Amethi,                      Kaushambi, Balrampur,                      Basti, Ambedkarnagar,                      Sultanpur, Maharajgang,                      Santkabirnagar,                      Azamgarh, Kushinagar,                      Gorkhpur, Deoria, Mau,                      Ghazipur, Chandauli,                      Ballia, Sidharathnagar.</p>
<p><b>NOIDA</b>                      Office of the Insurance Ombudsman,                      BhagwanSahai Palace                      4th Floor, Main Road, Naya Bans, Sector 15,                      Distt: Gautam Buddh Nagar, U.P-201301.                      Tel.: 0120-2514250 / 2514252 / 2514253                      Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a></p>	<p>State of Uttaranchal and                      the following Districts of                      Uttar Pradesh:                      Agra, Aligarh, Bagpat,                      Bareilly, Bijnor, Budaun,                      Bulandshihar, Etah,                      Kanooj, Mainpuri,                      Mathura, Meerut,                      Moradabad,                      Muzaffamagar, Oraiyya,                      Pilibhit, Etawah,                      Farrukhabad, Firozbad,                      Gautambodhanagar,                      Ghaziabad, Hardoi,                      Shahjahanpur, Hapur,                      Shamli, Rampur,                      Kashganj, Sambhal,                      Amroha, Hathras,                      Kanshiramnagar,                      Saharanpur.</p>
<p><b>EXECUTIVE COUNCIL OF INSURERS,</b>                      3<sup>rd</sup> Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz (W), Mumbai – 400 054.                      Tel: 022 – 26106889 / 671 / 980. Fax: 022 – 26106949                      Email: <a href="mailto:inscoun@ecoi.co.in">inscoun@ecoi.co.in</a>                      Shri. M.M.L. Verma, Secretary General                      Smt. Moushumi Mukherji, Secretary</p>	
<p>For updated details of Insurance Ombudsman Offices you may visit Office of                      the Executive Council of Insurers website at <a href="http://ecoi.co.in/ombudsman.html">http://ecoi.co.in/ombudsman.html</a>                      or our website at <a href="https://www.libertyinsurance.in/customer-support/grievance-redressal">https://www.libertyinsurance.in/customer-support/grievance-redressal</a></p>	