

# PROSPECTUS CYBER SECURITY INSURANCE

### Introduction:

With recent data breaches hitting the headlines everywhere, loss of personal and corporate data has farreaching ramifications that could potentially change the way business is carried out all over the world. Most high-profile stories in the media today address the type of data loss that impacts people on a personal level; credit card numbers, medical records, birth dates, ID/passport numbers and other private personal information. We should also be mindful of the impact from the loss of corporate data and information such as intellectual property and proprietary information, which in the hands of a competitor or even an extortionist can severely disadvantage business.

Universal Sompo's Cyber Security Insurance is a specially designed solution which addresses the liability of companies arising from data protection laws, the management of personal data and the consequences of losing corporate information.

## Scope of Cover (What we Cover):

The Policy broadly covers three sections

- Data Liability
- Administrative Obligations
- Reputation and Response Costs

Data Liability: The following costs are covered under this extension

- Loss of Personal Information: We shall pay You all damage and defence costs which arise out of a claim due to loss of personal information of any client.
- Loss of Corporate Information: We shall pay You all damage and defence costs which arise out of a claim due to loss of corporate information of any Corporate held with You.
- Outsourcer: We hall pay You for all damage and defence costs arising out of a claim by a Third Party against an Outsourcer (where the Company is bound to indemnify)
- Network Security: We shall pay on Your behalf all damages and defence costs arising out of a claim by a Third Party against You caused by an act, omission or error resulting in
  - a. 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;
  - b. The denial of access to an authorised Third Party to its Data; the wrongful appropriation of a network access code from the Company;
  - c. The destruction, modification, corruption, damage or deletion of Third Party Data stored on any Computer System;
  - d. The physical theft of the Company's Assets by a Third Party, or its physical Loss; or
  - e. The disclosure of Third Party Data by an employee of the Company.

Administrative Obligations: the following costs are covered under this section

Data Administrative Investigation: Provides costs and expenses for legal advice and representation in connection with a formal investigation by a competent authorised authority.



- Data Administrative Fines: Insurable fines and penalties imposed by a government authority, regulator or data protection authority for a breach of data protection laws or regulation.
- > Reputation and Response Costs: the following costs are covered under this section
- Notification & Monitoring Costs: Provides costs and expenses of the data user for the legally required disclosure to Data Subjects.
- Repair of the Company's and Individual's Reputation : Reimbursement of costs incurred in relation to Reputational Damage due to a claim covered by this policy.
- Proactive Forensic Services: We will pay to or on Your behalf all Professional Fees of forensic cyber risk specialists for the purpose of substantiating whether a data security breach has occurred/is occurring and identifying the cause of the breach and for making recommendations as to how this may be prevented or mitigated.
- Electronic Data Restoring, recreating, or recollecting Electronic Data: We will pay You or on Your behalf for restoring, recreating, or recollecting Electronic Data

### The Extent of Cover:

The Insurer agrees to insure the Policyholder on happening of covered event during the Policy Period as stated in Schedule, upon which one or more benefits become payable under the Policy, subject to the terms and conditions contained herein or endorsed on this Policy.

Territory & Jurisdiction: Worldwide

### **Exclusions:**

- 1. <u>Antitrust</u>: Any actual or alleged antitrust violation, restraint of trade or unfair competition. This exclusion shall not apply to clause (v) of Multi-Media Liability if purchased;
- 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 Information Technology Act, 2000 (As Amended) and its related legislation by the Company; or
  - ii) Loss or destruction of tangible property, other than Third Party Data, or Loss of use thereof, or the physical theft or Loss of the Company's Assets;
- <u>Contractual Liability</u>: 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;
- 4. <u>Criminal Acts</u>: Any act, error or omission which a court, tribunal, arbitrator or Regulator finds, or which an Insured admits, to be a criminal, dishonest or fraudulent act. The Insurer will continue to pay on behalf of an Insured, Defence Costs under this policy until a dishonest, criminal or fraudulent act, error or omission is found by a court, tribunal, arbitrator or Regulator to have been committed by an Insured. Following such finding the Insurer shall be entitled to repayment of any amount paid to the Insured under this policy. Any recovery of such amount shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.



- 5. <u>Conduct</u>: Any willful 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 and/or in collusion with others; or
b) employees or Outsourcers acting in collusion with any of the Company's directors, principals, partners, chief compliance officer, Data Protection Officer or General Counsel.

- 6. <u>Data Risk</u>: 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;
- <u>Intellectual Property</u>: Any infringement of patents and trade secrets or to Loss of rights to secure registration of patents due to an unauthorised disclosure. This Exclusion shall not apply to Loss of Corporate Information Insurance cover;
- 8. <u>Intentional Acts</u>: 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;
- 9. <u>Licensing Fees</u>: Any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
- 10. <u>Prior Claims and Circumstances</u>: Any circumstance that, as of the inception date of this policy, may reasonably have been expected by any Insured to give rise to a Claim, or any Claim made or circumstance notified prior to or pending at the inception date of this policy;
- 11. <u>Securities Claims</u>: 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;
- 12. Terrorism War: Any form of war, terrorism or riot;
- 13. <u>Trading Loses</u>: 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;
- 14. <u>Unauthorised Trading</u>: Any actual or alleged trading by the Insured which at the time of the trade: (i) is in excess of permitted financial limits, or;
  - (ii) is outside permitted product lines
- 15. <u>Unauthorised or unlawfully collected data</u>: The unlawful or unauthorised collection by the Company of Third Party Data;
- 16. <u>Unsolicited Materials</u>: Any distribution of unsolicited email, direct mail, or facsimiles, wire tapping, audio or video recording, or telemarketing;



17. <u>Uninsurable Loss</u>: 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 Extension is triggered

# **Optional Exclusions (if Optional Covers taken)**:

Specific Exclusion to "Optional Extension- Multimedia Liability"

- 1. <u>Product Descriptions</u>: This Extension 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.
- 2. <u>Financial Data</u>: This Extension 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.

### Specific Exclusions "Optional Extension- Cyber/ Privacy Extortion"

1. <u>Government Entity or Public Authority</u>: This Extension 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.

Specific Exclusions "Optional Extension- Network Interruption"

- 1. <u>Government Entity or Public Authority</u>: This Extension 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.
- 2. <u>Specific Network Interruption Conditions</u>: This Extension shall not cover any Network Loss arising out of, based upon or attributable to any:
  - network or systems interruption caused by Loss of communications with a Third Party Computer System, resulting in the inability of the Company to communicate with those systems;
  - ii) legal costs or legal expenses of any type;
  - iii) updating, upgrading, enhancing or replacing any Computer System to a level beyond that which existed prior to sustaining Network Loss;
  - iv) unfavorable business conditions; or
  - v) the removal of software program errors or vulnerabilities.

## **Conditions:**

- 1. <u>Cooperation</u>: The Insured will at its own cost:
  - i) Render all reasonable assistance to the Insurer and co-operate in the defence of any Claim and the assertion of indemnification and contribution rights;
  - ii) 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.

2. <u>Maintenance of Security</u>: 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).



3. <u>Sanctions</u>: The Insurer has no liability to make any payment and no other liability or other obligation under any provision or Extension of this Policy in respect of:

i) Any risk located in a jurisdiction the laws or regulations of which prohibit the Insurer from providing, or which make it illegal for the Insurer to provide, insurance under this Policy; and
ii)Any Insured or any beneficiary under the Policy who or which is a citizen or instrumentality of the Government of any Country against which any laws or regulations governing this Policy or the Insurer, its parent Company or its ultimate controlling entity have established an embargo or other form of economic sanction which prohibit the Insurer from providing, or which make it illegal for the Insurer to provide, insurance coverage for, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the policy.
No benefit or payment will be made under this policy to any Insured or beneficiary who is declared unable to receive an economic benefit under the laws or regulations governing this policy or the

Insurer, its parent Company or its ultimate controlling entity.

- 4. <u>Material change</u>: The Insured shall immediately notify the Insurer in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation, trade or business practices thereby containing the circumstances that may give rise to the claim and the Insurer may, adjust the scope of cover and / or premium, if necessary, accordingly.
- 5. <u>Assignment</u>: This Policy and any rights under or in respect of it cannot be assigned without the prior written consent of the Insurer.
- 6. <u>Cancellation</u>:

**By the Policyholder/ Insured**: This policy may be cancelled by the Policyholder. If no Claim has been reported then, We shall retain 25% of the original premium plus the pro-rata proportion due for time on risk. Otherwise, the premium shall not be returned and shall be deemed fully earned at the inception date.

**By Insurer**: The Insurer may at any time, cancel this Policy on grounds of mis-representation, fraud, non- disclosure of material facts, or Your non-cooperation, by giving 15 days notice in writing by registered post/acknowledgement due post to the Insured at his last known address in which case the Insurer shall refund a pro-rata premium for the unexpired Policy Period. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

The grounds for cancellation of the policy , for the insurer, can be only on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured.

- 7. <u>Insolvency</u>: Insolvency, receivership or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.
- 8. <u>Plurals, Headings and Titles</u>: 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.
- 9. <u>Jurisdiction of Policy disputes</u>: It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.



- 10. <u>Arbitration</u>: The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 11. <u>Renewal</u>: This Policy will terminate at the expiration of the period for which premium has been paid or on the Policy End Date shown in the Proposal Form and Schedule, whichever is earlier.

The Policy may be renewed with consent of the Insurer by the payment in advance of the total premium specified by them, which premium shall be at Insurer's premium rate in force at the time of renewal. The Insurer, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

### 12. Defence and Settlement:

1. <u>Defence</u> : 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.

2. <u>Insurer's Consent</u>: 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.

3. <u>Insured's Consent</u>: 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.

4. <u>Subrogation and Recovery</u>: 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.



# Add-ons/ Optional Coverages/Endorsements:

- 1. <u>Multimedia Liability</u>: In consideration of the additional premium paid, the Insurer will pay to or on behalf of any Company all Damages and Defence Costs (not to exceed the Sublimit stated in item 6 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;
  - 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.
- 2. <u>Cyber/ Privacy Extortion</u>: In consideration of the additional premium paid, the Insurer will pay to or on behalf of the Insured all Extortion Loss (not to exceed the Sublimit stated in item 6 of the Schedule) that an Insured incurs solely as a result of an Extortion Threat.

Specific Conditions: 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.

3. <u>Network Interruption</u>: In consideration of the additional premium paid, the Insurer will pay to the Company any Network Loss (not to exceed the Sublimit stated in item 6 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.

**Specific Conditions** 

A. Notice of Claim

- In addition to the requirements to give notice under this policy, and before coverage will apply, each must also:
- Insured
  - i) complete and sign a written, detailed and affirmed proof of Loss within fifteen 15 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 Interruption Extension.

#### After:

1) the presentation of the satisfactory written proof of Network Loss as provided for in (i), (ii), and (iii) above by the Insured; and

2) the subsequent written acceptance thereof by the Insurer, all adjusted Claims shall become due and payable.

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

### **B. Net Profit Calculations**

In determining the Network Loss for the purpose of ascertaining the amount payable under this Network Interruption Extension, 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 favourable 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

## C. 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.

## Eligible for Insurance (Who can take the Policy):

From small to multinational companies exposed to Cyber Security risks. The following list included but not limited to below mentioned Companies would benefit upon taking this Policy

- Medical/Healthcare
- Retail/Wholesale
- Manufacturing/Industrial
- Construction/Real Estate
- Telecommunications/Media/Technology/Internet Services
- Transportation/Airlines/Travel Sector/Logistics



- Education (Schools, Colleges and Universities)
- Entertainment
- Professionals (Solicitors, Law Firms, Accountants, Insurance Brokers)
- Telemarketing/ Call Centre/Internet Services/Data Processing (Outsourcer)
- Any other commercial entity that hold personal information and data

### **Eligible Discounts/Rating Parameter:**

Insured will be eligible for maximum discounts on premium. Criteria for such discount may include but not limited to the following

- Nature of business activity of the insured
- Turnover
- Outsourcing Activities
- Type of information stored
- Countries of operation
- Business Continuity Plan
- Previous incidence of loss/damage
- Business Recovery Plan description of the existing back-up procedures and capabilities
- Network Interruption
- Data Access systems

## **Claims Procedure**

### Notification of Claims:

If, during the Policy Period, any Insured becomes aware of any fact, circumstance, Qualifying Breach of Data Security, breach of Information Technology Act (2000) and its related legislation, 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 at 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 Information Technology Act 2000 and its related legislation, Newsworthy Events, Extortion Threats or Material Interruptions must be in writing and sent by e-mail, fax or post to within a period of 30 days to:

Universal Sompo General Insurance Co. Ltd. Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra – 400708

Toll Free Numbers: 1-800-224030/1-800-2004030

E-mail Address: contactus@universalsompo.com.

## Related Claims:

If notice of a Claim, circumstance, Qualifying Breach of Data Security, breach of Information Technology Act 2000 and its related legislation, 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 Information Technology Act 2000 and its related legislation, 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 Information Technology Act 2000 and its related legislation, Newsworthy Event, Extortion Threat or Material Interruption ; and any subsequent Claim, circumstance, Qualifying Breach of Data Security, breach of Information Technology Act 2000 and its related legislation, 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 Legislation, 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 Information Technology Act 2000 and its related legislation, Newsworthy Event, Extortion Threat or Material Interruption arising out of, based upon or attributable to:

- (i) the same cause; or
- (ii) a single Loss; or
- (iii) a series of continuous, repeated or related Losses;

shall be considered a single Claim, circumstance, Qualifying Breach of Data Security, breach of Information Technology Act 2000 and its related legislation, Newsworthy Event, Extortion Threat or Material Interruption for the purposes of this policy.

Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

1.Claim Form: Completed form provided by your insurer.

2. Incident Report: Detailed account of the cyber incident, including date, time, and impact.

3. Proof of Loss: Evidence of financial loss, such as invoices, bank statements, and records of business interruption.

- 4. Incident Response Report: Documentation of the steps taken to address and mitigate the breach.
- 5. Forensic Report: Analysis from cybersecurity experts detailing how the breach occurred.

6.Policy Documents: A copy of your cybersecurity insurance policy for reference.

7.Correspondence: Any communication with affected parties or regulators.

#### **Escalation Matrix**

- Level 1 contactclaims@universalsompo.com
- Level 2 grievance@universalsompo.com
- Level 3 gro@universalsompo.com

#### 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.

## **Grievance Redressal Procedure:**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

<u>Step 1</u>



- a. Contact Us : 1-800-224030/1-800-2004030
- b. E-mail Address: Contactus@universalsompo.com
- c. Write to us Customer Service Universal Sompo General Insurance Company Limited: Unit No. 601
   & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra 400708
- d. Senior Citizen Number: 1800 267 4030

# Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sompo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

## <u>Step 3:</u>

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sompo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email: gro@universalsompo.com

For updated details of grievance officer, kindly refer the link https://www.universalsompo.com/resourse-grievance-redressal

# Step 4.

Bima Bharosa Portal link : https://bimabharosa.irdai.gov.in/

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at https://www.gicouncil.in/, the Consumer Education Website of the IRDAI at http://www.policyholder.gov.in, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: https://www.cioins.co.in/Ombudsman Note: Grievance may also be lodged at IRDAI https://bimabharosa.irdai.gov.in/



# Information about Us

- Universal Sompo General Insurance Company Limited
- Address Web: <u>www.universalsompo.com</u>.
- E-mail: contactus@universalsompo.com
- Customer Service:
- Toll Free Numbers: 1800-200-4030/ 1800-22-4030

# **INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates**

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 a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

**Disclaimer:** The above information is only indicative in nature. For full range of benefits available and the conditions and exclusions applicable under the policy, kindly refer to the policy wordings.

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