

Prospectus

CyberEdge is a flexible modular Policy which allows businesses to select coverage that match their specific risk profile. The purpose of cyber Insurance is to help organisations manage the financial risks associated with cyberattacks, data breaches, and other technology-related incidents. It provides coverage for the costs that arise from cybersecurity incidents, which can include things like hacking, ransomware attacks, data loss, and business interruption due to system outages.

This Policy covers the following:

1. Event Management Coverage Section:

The Insurer will pay to or on behalf of each Company:

- i) Legal Expenses;
- ii) IT Expenses;
- iii) Data Recovery Expenses;
- iv) Reputation Protection Expenses;
- v) Notification Expenses;
- vi) Credit Monitoring and ID Monitoring Expenses;
- vii) (If Bricking Recovery Expenses Cover is Purchased) Bricking Recovery Expenses; and
- viii) (If First Response Cover is Purchased) First Response Expenses, which provide cover for fees, costs and expenses of the first response advisor to extend the legal services, IT services, reputation protection services. No Retention shall apply to First Response Expenses.

2. Network Interruption Coverage Section:

2.1. Network Interruption Loss:

The Insurer will, with regard to an Insured Event which first occurs during the Policy Period, pay to each Company:

- i) **Network Loss** which results from the **Insured Event** and which the **Company** incurs during the **Insured Event** (but, if the **Insured Event** lasts longer than 120 days, only during the first 120 days of the **Insured Event**); and
- ii) **Network Loss** which results from the **Insured Event** and which the **Company** incurs during the 90 days following resolution of the **Insured Event**.

2.2. Interruption and Mitigation Costs:

The Insurer will pay, to or on behalf of each Company, **Network Interruption Costs** incurred in mitigating the impact of an **Insured Event** which first occurs during the **Policy Period**.

2.3. Loss Preparation Costs:

If **Loss Preparation Costs Cover** is **Purchased**, the Insurer will pay, to or on behalf of each Company, **Loss Preparation Costs** incurred as a result of an **Insured Event** which first occurs during the **Policy Period**.

3. Security and Privacy Liability Coverage Section:

3.1. Data Protection Investigation and Data Protection Fines:

The Insurer will pay, to or on behalf of each Company, Loss resulting from a Regulatory Investigation first occurring during the Policy Period.

3.2. Cyber Liability:

The Insurer will pay, to or on behalf of each Insured, Loss resulting from a Claim first made and notified during the Policy Period resulting from any:

- i) Actual or alleged Breach of Confidential Information by an Insured or an Information Holder;
- ii) Actual or alleged Security Failure; or
- iii) Actual or alleged failure by a Company to notify a Data Subject or any Regulator of an unauthorised access to or unauthorised disclosure of Personal Information for which the Company is responsible in accordance with the requirements of any Data Protection Legislation, which occurred or occurs prior to or during the Policy Period.

4. Digital Media Content Liability Coverage Section:

The Insurer will pay, on behalf of each Insured, Loss resulting from a Claim first made during the Policy Period arising from Digital Media Activities.

5. Cyber Extortion Coverage Section:

The Insurer will pay, to or on behalf of each Company, Loss that the Company incurs solely as a result of an Extortion Threat which first occurs during the Policy Period.

6. Cyber Crime Coverage Section:

The Insurer will pay, to or on behalf of each Company, Impersonation Fraud Loss, Funds Transfer Fraud Loss, Computer Fraud Loss, Telephone Usage Fraud Loss and Cryptojacking Fraud Loss incurred as a result of an Insured Event which is Discovered by the Insured during the Policy Period.

7. Criminal Reward Fund Coverage Section:

The Insurer may pay on a Company's behalf, at the Insurer's sole and absolute discretion, a Criminal Reward Fund.

8. Loss Prevention Services Coverage Section:

The Policyholder is eligible to enroll for Loss Prevention Services.

Exclusions Applicable:

The following Exclusions apply to all Coverage Sections and in addition to the exclusions set out in each Coverage Section.

This Policy does not provide coverage for and will not pay any claims or loss resulting from:

1.1. Conduct:

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

- i) Any wilful disregard or non-compliance with a ruling, direction or injunction by a court, tribunal, arbitrator or a **Regulator** within the relevant jurisdiction;
- ii) The committing of any dishonest, fraudulent, criminal, reckless or malicious act, error or omission, or any intentional or knowing violation of the law, if committed by:
 - a) Any director, principal, partner or **Responsible Officer** of a **Company**, whether acting on their own or in collusion with others; or
 - b) Any **Employee** acting in collusion with any of a **Company's** directors, principals, partners or **Responsible Officers**.

1.2. Monetary Value:

The **Insurer** shall not be liable for any **Loss** consisting of the actual monetary value of cash or a monetary instrument (including but not limited to **Cryptocurrency**) arising from:

- i) The theft of such cash or monetary instrument from an **Insured**; or
- ii) The transfer or loss of such cash or monetary instrument from or to an **Insured's** accounts or accounts under an **Insured's** control, including customer accounts. Such customer accounts include deposit, credit, debit, prepaid and securities brokerage accounts.

1.3. Natural Disaster:

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to any fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, Act of God or any natural event howsoever caused.

1.4. Pollution:

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

- i) The actual, alleged or threatened discharge, dispersal, seepage, release, migration or escape of **Pollutants**;
- ii) Any direction, request or effort to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants** or respond to or assess the effects of **Pollutants**; or
- iii) Any actual or alleged act, error or omission in any way connected to **Pollutants**.

1.5. Prior Claims and Circumstances:

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

- i) Any circumstance or **Insured Event** that as of the inception date specified in the Schedule may reasonably have been expected by a **Company's Responsible Officer** to give rise to a claim under this Policy; or any circumstance or **Insured Event** of which notice has been given under any Policy of which this Policy is a renewal or replacement or which it may succeed in time;
- ii) Any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration, mediation, other dispute resolution or adjudication of which a **Company's Responsible Officer** had notice as of the **Continuity Date**, or alleging or deriving from the same or essentially the same facts alleged in such actions; or
- iii) Any **Insured Event** that would otherwise constitute a **Single Insured Event** with any claim or other matter reported under any Policy of which this Policy is a renewal or a replacement or which it may succeed in time.

1.6. Satellite Failure:

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to any satellite failure.

1.7. Sanctions:

If, by virtue of any law or regulation which is applicable to an **Insurer**, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the **Insured** is or would be unlawful because it breaches an applicable embargo or sanction, that **Insurer** shall provide no coverage and have no liability whatsoever nor provide any defence to the **Insured** or make any payment of **Defence Costs** or provide any form of security on behalf of the **Insured**, to the extent that it would be in breach of such embargo or sanction.

1.8. Taxes:

The **Insurer** shall not be liable for **Loss** arising out of, based upon, or attributable to, or consisting of, any taxes payable by a **Company** howsoever arising, other than any GST or equivalent taxes payable in connection with the provision of products or services covered under this Policy, including but not limited to **IT Services, Legal Services, Reputation Protection Services, Notification Expenses, Credit Monitoring and ID Monitoring Services or Cyber Extortion Service**

1.9. Uninsurable and Prohibited Loss:

The **Insurer** shall not be liable for **Loss**:

- i) Which is uninsurable under the law of this Policy or the law of the jurisdiction where the **Claim** is first made or other **Insured Event** first occurs; or
- ii) Which the **Insurer** is prohibited from paying by law or regulation (including any rule of the Reserve Bank of India (or any successor organisation)).

Note: This document provides an overview of coverages and exclusions of this Insurance, and not exhaustive. please refer to the Policy Wording for full terms and conditions.

Notice of Claim:

All notifications relating to Insured Events or circumstances must be in writing and couriered to the following address or email to:

Financial Lines Claims Department,
TATA AIG General Insurance Company Ltd,
7th and 8th Floor, Romell Tech Park,
Cama Industrial Estate, Goregaon, Mumbai, Maharashtra 400063
Email: FL.Claims@tataaig.com

Grievance Redressal Procedure:

At TATA AIG, we strive to provide the best service to our customers. If you're not satisfied and wish to lodge a complaint, please call our 24/7 Toll-Free Number **1800-266-7780** or **022-66939500** (toll charges apply), or email us at customersupport@tataaig.com. We will investigate and respond within the regulatory turnaround time (TAT).

Escalation Level 1:

If you do not receive a response or are not satisfied with the resolution, please contact us at manager.customersupport@tataaig.com

Escalation Level 2:

If you still need assistance, reach out to the Head of Customer Services at head.customerservices@tataaig.com. We will provide our final response within the regulatory TAT.

If you're still not satisfied after this process, you may approach the Insurance Ombudsman of concerned jurisdiction. You can also lodge a grievance on the Bima Bharosa Grievance Redressal Portal: <https://bimabharosa.irdai.gov.in/>

Cancellation:

Cancellation by Policyholder:

This Policy may be cancelled by the Policyholder providing written notice to the Insurer. If no Claim has been made or other actual or alleged Insured Event has occurred and no circumstance has been notified prior to such cancellation, the Insurer shall retain the pro-rata proportion of Premium due for time on risk. Otherwise, the Premium shall not be returned and shall be deemed fully earned at the inception date specified in the Schedule.

Cancellation by Insurer:

This Policy may be cancelled by the Insurer by giving written notice to the Policyholder at the address set out in the Schedule, through registered, certified, other first class mail or other reasonable delivery method. The cancellation will be effective 15 days after written notice is given to the Policyholder.

Proof of mailing or delivery of such notice shall be sufficient proof of notice and this Policy shall be deemed cancelled as to all Insureds at the date and hour specified in such notice. In such case, the Insurer shall be entitled to a pro-rata proportion of the Premium. The Insurer will make such refund to the Policyholder as soon as practicable.

Prohibition of Rebates – Section 41 of Insurance Act, 1938 as Amended by Insurance Laws (Amendment) Act, 2015:

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

Section 64 VB of Insurance Act:

Commencement of the risk cover under the Policy is subject to receipt of premium by TATA AIG General Insurance Company Limited.

TATA AIG GENERAL INSURANCE COMPANY LIMITED



WITH YOU ALWAYS

CyberEdge



Information About Us:

TATA AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K. Marg, Lower Parel, Mumbai, Maharashtra, India.

Website: www.tataaig.com

Customer Service: customersupport@tataaig.com

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TATA AIG GENERAL INSURANCE COMPANY LIMITED

Registered office: Peninsula Business Park, Tower A, 15th Floor, G.K Marg, Lower Parel, Mumbai - 400013, Maharashtra, India

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