

Cyber Risk Insurance Liability Policy

Insured: Canara Bank

Insurer: XXX

Policy Number:XXX

Intermediary: Global Insurance Brokers Private Limited

Schedule **Policy Number: XXX**

- 1. **Policyholder** Canara Bank

- 2. **Policyholder's Main Address** First Floor, DIT Wing HO (Annex) Naveen Complex, 14 MG Road, Bangalore-560001

- 3. **Inception Date** XXX

- 4. **Policy Period** From: **31st March 2024** To: **30th March 2025**

Both days inclusive at the **Policyholder's** main address

- 5. **Limit of Liability and Sublimits** Aggregate **Limit of Liability** per **Policy Period** for all **Loss** of all **Insureds** under all insurance covers combined (A, B, C, and any **Optional Extension** which is purchased): INR XXX

The following aggregate sub-limit are per claim. They are part of and not in addition to the aggregate **Limit of Liability**:

Pro-active Forensic Services	INR XXX
Data Administrative Investigations Data Administrative Fines	INR XXX
Repair of the Company's Reputation Repair of the Individual's Reputation Electronic Data Notification Monitoring	INR XXX

- 6. **Optional Extensions and Sublimits**

MultiMedia Liability:	INR XXX
Cyber/Privacy Extortion:	INR XXX
Network Interruption:	INR XXX

- 7. **Retention**

General Policy Retention :	INR XXX each and every claim
Network Interruption :	Waiting Hours Period : XX Hours

- 8. **Annual premium**

Premium:	INR XXX
18% GST:	INR XXX
Total Amount:	INR XXX

9. Retroactive Date XXX

10. Insurer & Address XXX

11. Claims Notice XXX

Terms & Conditions:

- Specific Mater Endorsement:I
- Specific Mater Endorsement:II
- Specific Mater Endorsement:III
- Specific Mater Endorsement:IV
- Specific Mater Endorsement:V
- Specific Mater Endorsement:VI
- Specific Mater Endorsement:VII
- Specific Mater Endorsement:VIII
- Specific Mater Endorsement:IX
- Specific Mater Endorsement:X
- Specific Mater Endorsement:XI
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- Specific Mater Endorsement:XXXV
- Specific Mater Endorsement:XXXVI
- Specific Mater Endorsement:XXXVII
- Specific Mater Endorsement:XXXVIII
- Specific Mater Endorsement:XXXIX
- Specific Mater Endorsement:XL
- Specific Mater Endorsement:XLI
- Specific Mater Endorsement:XLII
- Specific Mater Endorsement:XLIII
- Specific Mater Endorsement:XLIV
- Specific Mater Endorsement:XLV
- Specific Mater Endorsement:XLVI
- Specific Mater Endorsement:XLVII

Coverage

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

Cover under this policy is written specifically on a primary basis and applies only to acts, errors or omissions of an **Insured** committed after the **Retroactive Date**.

All **Claims, Qualifying Breaches of Data Security, breaches of Data Protection Law, Newsworthy Events, Extortion Threats or Material Interruptions** must occur or be notified within the **Policy Period** and be notified to the **Insurer** in accordance with the conditions of this policy.

A. DATA LIABILITY

- A.1 Loss of Personal Information** The **Insurer** will pay to or on behalf of any **Insured** all **Damages and Defence Costs** which arise out of a **Claim** by a **Data Subject** against the **Insured** in respect of an actual or alleged **Qualifying Breach of Personal Information**.
- A.2 Loss of Corporate Information** The **Insurer** will pay to or on behalf of any **Insured** all **Damages and Defence Costs** which arise out of a **Claim** by a **Third Party** against the **Insured** in respect of an actual or alleged **Qualifying Breach of Corporate Information**.
- A.3 Outsourcing** The **Insurer** will pay to or on behalf of any **Company** all **Damages and Defence Costs** which arise out of a **Claim** by a **Third Party** against an **Outsourcer** (where the **Company** has a contractual duty to indemnify) and which arises from any actual or alleged breach of duty by the **Outsourcer** in regards to the processing or holding or storing of **Personal Information** and/or **Corporate Information** on behalf of the **Company** (for which the **Company** is liable).
- A.4 Network Security** The **Insurer** will pay to or on behalf of any **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**;
 - (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 physical theft of the **Company's Assets** by a **Third Party**, or its physical loss; or
 - (vi) the disclosure of **Third Party Data** by an employee of the **Company**.

B. ADMINISTRATIVE OBLIGATIONS

B.1 Data Administrative Investigation The **Insurer** will pay to or on behalf of any **Insured** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) for legal advice and representation in connection with any **Regulatory Investigation**.

B.2 Data Administrative Fines The **Insurer** will pay to or on behalf of any **Insured** all **Data Administrative Fines** (not to exceed the Sublimit stated in item 5 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**.

C. REPUTATION AND RESPONSE COSTS

C.1 Pro-active Forensic Services The **Insurer** will pay to or on behalf of any **Company** all **Professional Fees** (not to exceed the Sublimit in item 5 of the Schedule) of forensic cyber risk specialists for the purpose of substantiating whether a **Qualifying Breach of Data Security** has occurred/is occurring and identifying the cause of the breach 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 5.1.

C.2 Repair of the Company's Reputation The **Insurer** will pay to or on behalf of any **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 5 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.

C.3 Repair of the Individual Reputation The **Insurer** will pay to or on behalf of any director, chief compliance officer, **Data Protection Officer** or General Counsel or any employee of a **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 5 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**.

C.4 Notification to Data Subjects The **Insurer** will pay to or behalf of the **Insured** all **Professional Fees** in relation to the investigation, collation of information, preparation for and notification to **Data Subjects** and/or any relevant **Regulator** of any actual, alleged or suspected **Qualifying Breach of Personal Information** or breach of **Data Protection Law** or **Qualifying Breach of Corporate Information** or **Qualifying Breach of Data Security**.

C.5 Monitoring

The **Insurer** will pay to or on behalf of the **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 5 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**.

C.6 Electronic Data

The **Insurer** will pay to or on behalf of the **Company** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) to:

- (i) determine whether **Data** held by the **Company** on behalf of a **Third Party** can or cannot be restored, recollected, or recreated; and
- (ii) recreate or recollect **Data** held by the **Company** on behalf of a **Third Party** where backup systems fail to capture such **Third Party 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.

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Optional Extensions

Optional Extensions are subject to the terms, conditions, definitions and exclusions of this policy and the additional terms, conditions, definitions and exclusions in this section.

D. MULTIMEDIA LIABILITY

D.1 MultiMedia Liability

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;
- (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.

D.2 Definitions

Multimedia Activities means the publication or broadcast of any digital media content.

D.3 Exclusions

Product Descriptions 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.

Financial Data 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.

E. CYBER/ PRIVACY EXTORTION

E.1 Cyber/Privacy Extortion Liability

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**.

E.2 Definitions

Extortion Loss

means any:

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

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**.

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**.

E.3 Exclusions

Government Entity or Public Authority

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.

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**.

F. NETWORK INTERRUPTION

F.1 Network Interruption Insurance

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**.

F.2 Definitions

Material Interruption

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

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 120 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**.

Security Failure

means a failure or intrusion 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.

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.

F.3 Exclusions

Government Entity or Public Authority

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.

Specific Network Interruption Conditions

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

- (i) 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.

F.4 Notice

In addition to the requirements to give notice under this policy, and before coverage will apply, 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 Interruption Extension.

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 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.

F.5 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**.

F.6 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.

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3. Definitions

3.1 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).

3.2 Breach Notice Law

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

3.3 Claim

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

- (i) an **Enforcement Notice**;
- (ii) a written demand seeking a legal remedy;
- (iii) a demand or notification of civil, regulatory, administrative or criminal proceedings seeking legal remedy, compliance or other sanction; or
- (iv) a written demand by a **Regulator** in connection with a **Regulatory Investigation** (in respect of Insurance cover B (Administrative Obligations) 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**.

3.4 Company

means the **Policyholder** and any **Subsidiary**.

3.5 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.

3.6 Corporate Information

means:

- (i) 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;
- (ii) 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
- (iii) 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**.

3.7 Damages

means:

(a) 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**;

(b) 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.

3.8 Data Administrative 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**.

Data Administrative Fines shall not include any other type of civil or criminal fines and penalties.

3.9 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.

3.10 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.

3.11 Data Subject

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

3.12 Data Subject Access Request

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

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

3.13 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).

3.14 Enforcement Notice

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

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

within a specified time period.

3.15 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.

3.16 Insured

means:

- (i) the **Company**;
- (ii) 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;
- (iii) 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**.

3.17. Insurer

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3.18 Limit of Liability

means the amount specified in item 5 of the Schedule.

3.19 Loss

means:

- (i) **Damages, Defence Costs, Professional Fees, Data Administrative Fines**; and
- (ii) **Extortion Loss** (if purchased) and
- (iii) **Network Loss** (if purchased).

Loss shall not mean any compensation, internal or overhead expenses of any **Insured** or the cost of any **Insured's** time.

3.20 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.

3.21 Outsourcer	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.
3.22 Personal Information	means any private information concerning a Data Subject which has been lawfully collected and maintained by or on behalf of the Company .
3.23 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 .
3.24 Policyholder	means the entity specified as such in item 1 of the Schedule.
3.25 Qualifying Breach of Corporate Information	means the accidental or negligent disclosure of Corporate Information by an Insured for which the Company is responsible.
3.26 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 .
3.27 Qualifying Breach of Personal Information	means unauthorised disclosure or transmission by an Insured of 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 .
3.28 Regulator	means an Information Commissioner or self-regulatory body 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).
3.29 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 an Outsourcer which is regulated by Data Protection Law , but shall not include any industry-wide, non-firm specific, inquiry or action.
3.30 Retention	means the amounts specified as such in item 7 of the Schedule.
3.31 Retroactive Date	means the date specified as such in item 9 of the Schedule.
3.32 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 .

3.33 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 while such entity is a **Subsidiary** of the **Policyholder**.

3.34 Third Party

means any natural person or entity that 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.

3.35 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.

4. EXCLUSIONS

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

- 4.1 Antitrust** any actual or alleged antitrust violation, restraint of trade or unfair competition. This exclusion shall not apply to clause (v) of D1 MultiMedia Liability if purchased;
- 4.2 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 **Third Party Data**, or loss of use thereof, or the physical theft or loss of the **Company's Assets**;
- 4.3 4.3 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;
- 4.4 Criminal Acts** 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;
- 4.5 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 **Outsourcers** acting in collusion with any of the **Company's** directors, principals, partners, chief compliance officer, **Data Protection Officer** or General Counsel.

- 4.6 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;
- 4.7 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 4.6 shall not apply to Insurance cover A.2 (Loss of Corporate Information);
- 4.8 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**.
- 4.9 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;
- 4.10 Prior Claims and Circumstances** 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;
- 4.11 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;
- 4.12 Terrorism / War** any form of war, terrorism or riot;
- 4.13 Trading Loses** 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;
- 4.14 Unauthorised Trading** 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;
- 4.15 Unauthorised or unlawfully collected data** the unlawful or unauthorised collection by the **Company** of **Third Party Data**;
- 4.16 Unsolicited Materials** any distribution of unsolicited email, direct mail, or facsimiles, wire tapping, audio or video recording, or telemarketing;
- 4.17 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 Extension is triggered.

5. CLAIMS

5.1 Notification of Claims and Circumstances that may lead to a Claim

This policy affords cover solely with respect to:

- (a) **Claims** which are first made against the **Insured** during the **Policy Period**; and
- (b) **Qualifying Breaches of Data Security**, breaches of **Data Protection Law**, **Newsworthy Events**, **Extortion Threats** or **Material Interruptions** which occur during the **Policy Period**,

and in all events which are reported by the **Insured** in writing to the **Insurer** as soon as practicable and in any case during the **Policy Period**.

If, during the **Policy Period**, 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 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 **Data Protection Law**, **Newsworthy Events**, **Extortion Threats** or **Material Interruptions** must be in writing and sent by e-mail, fax or post to:

XXX

5.2 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:

- (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 **Data Protection Law**, **Newsworthy Event**, **Extortion Threat** or **Material Interruption** for the purposes of this policy.

5.3 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.

6. DEFENCE AND SETTLEMENT

- 6.1 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.
- 6.2 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.
- 6.3 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**.
- 6.4 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.

7. LIMIT OF LIABILITY AND RETENTION

7.1 Limit of Liability The total amount payable by the **Insurer** under this policy shall not exceed the **Limit of Liability**. Sub-limits of Liability, Extensions, **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 the **Insurer**, then the maximum amount payable by the **Insurer** 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.

7.2 Retention

With respect to all **Claims** or **Qualifying Breaches of Data Security**, breaches of **Data Protection Law**, **Material Interruptions** or **Extortion Threats**, the **Insurer** 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 5.2 "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**.

8. GENERAL PROVISIONS

- 8.1 Cooperation** 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.
- 8.2 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).
- 8.3 Economic Sanctions** The **Insurer** is not liable to make any payments for liability under any coverage sections of this policy or make any payments under any extension for any **Loss** or **Claim** arising in, or where the **Insured** or any beneficiary under the policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this policy and/or the **Insurer** or the Reinsurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the **Insurer** to provide insurance coverage, transacting business with or otherwise offering economic benefits to the **Insured** or any other beneficiary under the policy.
- It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the **Insurer** or the Reinsurer, its parent company or its ultimate controlling entity.
- 8.4 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.

- 8.5 Assignment** This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.
- 8.6 Cancellation**
By Policyholder: This policy may be cancelled by the **Policyholder**. If no **Claim, Qualifying Breach of Data Security**, breach of **Data Protection Law, Material Interruption** or **Extortion Threat** has been made and no circumstance has been notified prior to such cancellation, the **Insurer** 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:* This policy may be cancelled by the **Insurer** delivering to the **Policyholder** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **Policyholder** set out in the Schedule, written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for non-payment of premium), the cancellation shall be effective. 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. 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.
- 8.7 Insolvency** Insolvency, receivership or bankruptcy of any **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.
- 8.8 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.
- 8.9 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.

8.10 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.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- I

It is hereby understood & agreed that exclusion 4.12 **Terrorism** is deleted in its entirety & replaced with the following wordings:

4.12 Terrorism

any form of war, terrorism or riot; Provided however that this excluision shall not apply to actual, alleged or threatened **Cyberterrorism**.

For the purposes of this endorsement the following definition is added:

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.

All other terms, exclusions and conditions of this policy remain unaltered.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- II

It is hereby understood & agreed that under Section C **Reputation and Response Costs, C.5 Monitoring** is deleted in its entirety and is replaced with the following-

C.5 Credit and ID Monitoring

Following notification to **Data Subjects** under Insurance Cover C.4 - Notification to Data Subjects, the **Insurer** will pay to or on behalf of the **Company**:

- (i) all reasonable and necessary fees, costs and expenses incurred by the **Insured**, with the **Insurer's** prior written consent, (not to exceed the sublimit stated at Item 5 of the Schedule) for credit or identity theft monitoring services to identify possible misuse of any **Personal Information** as a result of an actual or suspected **Qualifying Breach of Personal Information**; and/or
- (ii) the reasonable and necessary premium for any **ID Theft Insurance** (not to exceed the sublimit stated at Item 5 of the Schedule).
- (iii) costs of customer credits

Such fees, costs and expenses (including premium) will only be paid by the **Insurer** for **Data Subjects** that request and/or activate the credit or identity theft monitoring services and the **ID Theft Insurance** within 90 days following receipt of notification in accordance with Insurance Cover C.4 - Notification to Data Subjects and this Insurance Cover C.5 - Credit and ID Monitoring will only be provided to each such **Data Subject** for a period of two years from the date of activation.

For the purpose of this endorsement, following definition has been added:

ID Theft Insurance

an identify theft policy issued by the **Insurer** or by another carrier with the **Insurer's** prior written consent, to be offered to **Data Subjects** whose **Personal Information** has been compromised

All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- III

It is hereby understood & agreed that Definition **3.5 Computer System** is deleted in its entirety and is replaced with the following:

3.5 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.

“Computer System also includes

- i. any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by the **Company**;
- ii. any employee “Bring Your Own Device” used to access a **Company's Computer System** or **Data** contained therein including any device used to connect to **Company's Computer System** or its network from any remote location.
- iii. any cloud service or other hosted computer resources used by the **Company** and operated by a third party service provider under a written contract between such a third party service provider and the **Company**.

All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- IV

It is hereby understood & agreed that Definition **3.7 Damages** is deleted in its entirety and is replaced with the following:

3.7 Damages

means:

(a) 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;

(b) 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) liquidated damages (ii) any non-compensatory damages, including punitive, multiple, exemplary unless where insurable by law or; (iii) fines or penalties; (iv) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; (v) costs or other amounts that the **Insured** are responsible for under a merchant services agreement; or (vi) 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.

All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- V

It is hereby understood & agreed that Definition **3.13 Defense Costs** is deleted in its entirety and is replaced with the following:

3.13 **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 **regulatory investigation**, response, defence, appeal and/or settlement of a **Claim** made against the **Insured**. For the purposes of Optional Extension D Multi-Media Liability only, the **Insurer's** prior written consent shall not be required.

All other terms, exclusions and conditions of this policy remain unaltered.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- VI

It is hereby understood & agreed that Definition **3.16 Insured** is deleted in its entirety and is replaced with the following:

Insured means:

- (i) the **Company**;
- (ii) 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;
- (iii) any employee of the **Company**;
- (iv) subcontractors, to the extent that they are working on behalf of the **Company**;
- (v) entities that the **Company** is required by contract to add as an **Insured** under the policy, but only for the wrongful acts of the **Company** and

any estates or legal representatives of any **Insured** described in (i), (ii) (iii) (iv) and (v) of this Definition to the extent that a claim is brought against them in respect of an act, error or omission of such **Insured**

All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- VII

It is hereby understood & agreed that Definition **3.23 Professional Fees** is deleted in its entirety and is replaced with the following:

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**. Provided however, that the **Insured** is permitted to take reasonable and necessary action and incur costs (not to exceed the Sublimit stated in item 5 of the Schedule) during the first 48 hours of a **Qualifying Breach of Data Security** without the prior consent of the **Insurer**. Such costs can only be incurred if the **Qualifying Breach of Data Security** is deemed an emergency by the **Insured's** privacy, security and compliance organisation and General Counsel or CEO or CFO.

All other terms, exclusions and conditions of this policy remain unaltered.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- VIII

It is hereby understood & agreed that Exclusion **4.15 Unauthorised or unlawfully collected data** is deleted in its entirety

All other terms, exclusions and conditions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- IX

It is hereby understood & agreed that under Claims **5.1 Notification of Claims and Circumstances** that may lead to a **Claim** is deleted in its entirety and is replaced with the following:

The cover provided under this **Policy** is granted solely with respect to **Claims** first made against an **Insured** ,and other **Insured Events** first arising during the **Policy Period**, or which are deemed to have been so first made or have so arisen under Section 5.2 - Related Claims, **Insured Events** or **Circumstances**.

The **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this **Policy** provides written notice to the **Insurer** of any **Claim** made against the **Insured** as soon as practicable after the **Control Group** first becomes aware of such **claim**. In all events, notice must be given no later than sixty (60) days after the end of the **Policy Period**.

The **Control Group** may, during the **Policy Period**, notify the Insurer of any circumstance reasonably expected to give rise to a **Claim** or an **Insured Event**. The notice must include the reasons for anticipating such a **Claim** or such an **Insured Event**, and full relevant particulars with respect to dates, the alleged, suspected, potential or supposed breach, the potential **Insured** and claimant(s) concerned, an estimate of possible loss and the potential media or regulatory consequences.

All notifications relating to **Claims**, Insured Events or circumstances must be sent in writing by email or by facsimile to the address specified below:

XXX

For the purpose of above endorsement, following definitions have been added to the policy-

Control Group means the Chief Risk Officer (CRO), Executive Director, Chief Compliance Officer (CCO), Chief Information Security Officer (CISO) & Chief Information Officer (CIO) or equivalent position of the **Policyholder**.

Insured Event means **Qualifying Breaches of Data Security**, breaches of **Data Protection Law**, **Newsworthy Events**, **Extortion Threats** or **Material Interruptions** or any other cyber-attack/incident which occur during the **Policy Period**.

All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- X

It is hereby understood & agreed that **6.2 Insurer's Consent** is deleted in its entirety and is replaced with the following:

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**. Provided however, that the prior written consent of the **Insurer** shall not be required before **Defence Costs** are incurred in connection with Optional Extension D (Multi-Media Liability).

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.

"However, for any **Claim** where the total claim value, including **Defence Costs** and **Damages** combined, is less than 100% of any applicable **Retention**, the **Insured** may settle the **Claim** without the written consent of the **Insurer**."

All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XI

It is hereby understood & agreed that **6.3 Insured's Consent** is deleted in its entirety and replaced with the following:

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**, plus 50% of **Loss** incurred after the date of such refusal (including 50% of the **Defence Costs** incurred with the **Insurer's** prior written consent), less coinsurance (if any) and the applicable **Retention**. This provision shall not apply to any settlement where the total incurred **Loss** does not exceed the applicable **Retention** amount

All other terms, exclusions and conditions of this policy remain unaltered.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XII

It is hereby understood & agreed that **6.4 Subrogation and Recovery** is deleted in its entirety and replaced with the following:

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

"Notwithstanding the foregoing, where the **Insured** agrees in a contract or agreement to waive the **Insurer's** rights of subrogation against another party, and that contract or agreement is entered into prior to any wrongful act by such other party, the **Insurer's** rights of subrogation against such other party shall be waived."

All other terms, exclusions and conditions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XIII

It is hereby understood & agreed that **7.2 Retention** is deleted in its entirety and is replaced with the following:

With respect to all **Claims** or **Qualifying Breaches of Data Security**, breaches of **Data Protection Legislation, Material Interruptions** or **Extortion Threats**, the **Insurer** 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** or covered from a **third party** indemnity. A single **Retention** shall apply to **Loss** arising from **Claims, Qualifying Breaches of Data Security**, breaches of **Data Protection Legislation, Material Interruptions** or **Extortion Threats** which are considered related **Claims, Qualifying Breaches of Data Security**, breaches of **Data Protection Legislation, Material Interruptions** or **Extortion Threats** pursuant to 5.2 "**Related Claims**".

All other terms, exclusions and conditions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XIV

It is hereby understood & agreed that Clause **8.6 Cancellation** is deleted in its entirety and is replaced with the following:

This **Policy** may not be cancelled by the **Insurer** except for non-payment of the Premium by the **Policyholder**.

This **Policy** may be cancelled by the **Policyholder** providing written notice to the **Insurer**. If no **Claim, Qualifying Breach of Data Security, breach of Data Protection Law, Material Interruption or Extortion Threat** has been made or 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.

All other terms, exclusions and conditions of this policy remain unaltered

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XV

It is hereby understood & agreed that Exclusion **4.4 Criminal acts** is deleted in its entirety.

All other terms, exclusions and conditions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XVI

It is hereby understood & agreed that Exclusion **4.5 Conduct** is deleted in its entirety and is replaced with the following:

4.5 Conduct

- (i) any wilful disregard or non-compliance with a ruling, direction or injunction by a court, tribunal, arbitrator or a **Regulator** within the jurisdiction;
- (ii) any deliberate, intentional or reckless commission, aiding, abetting or condoning of or conniving in a dishonest, malicious or fraudulent act or a criminal breach of law or regulation; or
- (iii) any deliberate, intentional or reckless act;

if any of the above 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) **Outsourcers** acting in collusion with any of the **Company's** directors, principals, partners, chief compliance officer, **Data Protection Officer** or General Counsel.
- (c) Employee acting in collusion with any of the **Company's** directors, principals, partners, chief compliance officer, **Data Protection Officer** or General Counsel.

The **Insurer** will continue to pay on behalf of an **Insured**, **Defence Costs** under this **Policy** until any of (i) to (iii) above are 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**.

All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XVII

It is hereby understood & agreed that Exclusion **4.8 Intentional acts** is deleted in its entirety.

All other terms, exclusions and conditions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XVIII

It is hereby understood & agreed that Exclusion **4.6 Data Risk** is deleted in its entirety.

All other terms, exclusions and conditions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XIX

It is hereby understood & agreed that Exclusion **4.16 Unsolicited Material** is deleted in its entirety.

All other terms, exclusions and conditions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XX

It is hereby understood & agreed that Optional Extension **E. Cyber/Privacy Extortion** is deleted in its entirety and replaced by the following-

**CYBER/PRIVACY EXTORTION ADDITIONAL COVERAGE
SECTION (the "Coverage Section")**

This insurance cover is subject to the **Policy** terms, conditions and exclusions which are incorporated and are part of and are expressly applicable to this **Coverage Section**, and is also subject to the additional terms, conditions, definitions and exclusions set out below.

This **Coverage Section** only applies if shown as purchased on the Schedule.

1 Cyber/Privacy Extortion

The **Insurer** will pay to or on behalf of the **Company** all **Extortion Loss** (not to exceed the sublimit stated at Item 6 of the Schedule) that an **Insured** incurs solely as a result of an **Extortion Threat**.

2 Definitions

(i) Cyber Extortion Advisor

To be agreed by Both the parties

(ii) Extortion Loss

any:

- (a) **Ransom Monies**;
- (b) reasonable and necessary fees, costs and expenses of the **Cyber Extortion Advisor** to conduct an investigation to determine the cause of and to end an **Extortion Threat**, advise the insured on the response to a **Extortion Threat** and assist an **Insured** in negotiating a resolution to an **Extortion Threat**.

(iii) Extortion Threat

any **Security Threat** or connected series of **Security Threats** communicated to the **Insured**.

(iv) Ransom Monies

any cash, monetary instrument, Cryptocurrency (including the costs to obtain such Cryptocurrency) or the fair market value of any property or services which the **Insured** has paid, to prevent or end an **Extortion Threat**. **Ransom monies** will also include any amount of stolen ransom where such theft occurs at or in transit to the agreed location of the ransom.

(v) Security Threat

any threat to a **Company's Computer System**, including any threat to:

- (a) release, divulge, disseminate, destroy or use the **Insured's Assets** acquired through the unauthorised access or use of the **Company's Computer System**;
- (b) introduce a malicious code into a **Company's Computer System** or use the **Company's Computer System** as a vehicle to transmit malicious code;
- (c) corrupt, damage or destroy the **Company's Computer System**;
- (d) electronically communicate with the **Company's** customers and falsely claim to be the **Insured** or acting under the direction of the **Insured** in order to falsely obtain personal information of the **Company's** customers (also known as "pharming", "phishing", or other types of false communications);
- (e) restrict or hinder access to the **Company's Computer System**; or
- (f) disclose electronic or non-electronic **Personal Information**,

that involves an actual or threatened unauthorised access by a **Third Party** to the **Company's Computer System** causing financial and reputational harm to the **Company**.

3 Exclusions

(i) Government Entity or Public Authority

This **Coverage Section** 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.

4 Conditions

(i) Notice

It is a condition precedent to liability under this **Coverage Section** that in the event of an **Extortion Threat** the **Insured** shall immediately inform the **Cyber Extortion Advisor** by contacting the number specified at Item 6 of the Schedule and shall provide all relevant information as soon as possible to the **Cyber Extortion Advisor**.

(ii) Confidentiality

The **Policyholder** and the **Insured** will use all reasonable efforts not to disclose the existence of this **Policy**.

(iii) Regulatory Notifications

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**.

All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXI

It is hereby understood & agreed that **A.4 Network Security** is deleted in its entirety and replaced with the following:

A.4 Network Security

The **Insurer** will pay to or on behalf of any **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**;
- (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 physical theft of the **Company's Assets** by a **Third Party**, or its physical loss; or
- (vi) the disclosure of **Third Party Data** by an employee of the **Company**.
- (vii) the transmission of malicious code to a **Third Party**, including but not limited to a virus, Trojan horse, worm or logic bomb.

All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXII

It is hereby understood & agreed that Definition **3.20 Newsworthy Event** is deleted in its entirety and replaced with the following:

3.20 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, Qualifying Breach of Personal Information, Qualifying Breach of Corporate Information, Qualifying Breach of Data Security, Material Interruption or Extortion Threat 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.
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All other terms, exclusions and conditions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXIII

It is hereby understood & agreed that Definition **3.25 Qualifying Breach of Corporate Information** is deleted in its entirety and replaced with the following:

3.25 Qualifying Breach of Corporate Information	means the unauthorised disclosure or transmission of Corporate Information by an Insured for which the Company is responsible.
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All other terms, conditions and exclusions of this policy remain unaltered

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXIV

It is hereby understood & agreed that **C.1 Forensic Services** is deleted in its entirety and replaced with the following:

C.1 Forensic Services	<p>The Insurer will pay to or on behalf of any Company all Professional Fees of forensic cyber risk specialists includes but not limited to the following:</p> <ul style="list-style-type: none">- substantiating whether a Qualifying Breach of Data Security has occurred/is occurring, identifying the cause, establishing the extent of the breach- identify Personal information and Corporate Information that may have been compromised and for making recommendations as to how this may be prevented or mitigated.- Containing or mitigating Qualifying Breach of Data Security, including but not limited to containing or mitigating a denial of service attack;- resolving a denial of service attack and removing any malicious software, computer code or virus from the Company's Computer System and/or identifying any comprised Data; and- examining the Company's Computer System to determine the remediation actions that are required in order to comply with an Enforcement Notice- Cost of changes the records of the individuals affected or reasonably believed to be affected by actual or alleged Qualifying Breach of Data Security <p>Such Professional Fees can only be incurred from the date of notification to the Insurer in accordance with clause 5.1.</p>
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All other terms, conditions and exclusions of this policy remain unaltered

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXV

It is hereby understood & agreed that Optional Extension **F. Network Interruption** is deleted in its entirety and replaced with the following:

Network Interruption due to Security Failure	Sub limited to INR XXX in aggregate
Network Interruption due to System Failure	Sub limited to INR XXX in aggregate

F. Network Interruption	
F.1 Network Interruption Insurance	In consideration of the 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 or System Failure
F.2 Definitions	
Material Interruption	means any material interruption in, or suspension of, the service provided by the Computer System or any interruption to the Insured's ability to use Data due to such Data being deleted, damaged, corrupted, altered or lost directly caused by a Security Failure or System Failure
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 120 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 includes continuing normal operating expenses incurred, including payroll and additional expenditure incurred for the purpose of minimising the Material Interruption , including all Professional Fees of forensic cyber risk specialists for the purpose of substantiating whether a Security Breach has occurred/is occurring and identifying the cause of the breach and for making recommendations as to how this might be prevented or mitigated. 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 .
Security Failure	means a failure or intrusion of the Computer System , including, without limitation, that which results in or fails to mitigate any damage, corruption or deletion of data 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.
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.
F.3 Exclusions	
Government Entity or Public Authority	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.
Specific Network Interruption Conditions	This Extension shall not cover any Network Loss arising out of, based upon or attributable to any: (i) legal costs or legal expenses of any type; (ii) updating, upgrading, enhancing or replacing any Computer System to a level beyond that which existed prior to sustaining Network Loss ; (iii) unfavorable business conditions; or (iv) the removal of software program errors or vulnerabilities.
F.4 Notice	In addition to the requirements to give notice under this policy, and before coverage will apply, 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 Interruption Extension. 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 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.

<p>F.5 Net Profit Calculations</p>	<p>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.</p>
<p>F.6 Appraisal</p>	<p>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.</p> <p>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.</p>

1. Section F.2. **Definitions** is amended to include the following definitions:

<p>System Failure</p>	<p>means any unintentional and unplanned outage of a Computer System or damage, deletion, corruption, alteration or loss of Data.</p>
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All other terms conditions and exclusions remain unchanged

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXVI

FUND TRANSFER FRAUD ENDORSEMENT

In consideration of the payment of additional **Premium**, or agreement to pay the additional **Premium**, the **Insurer** and the **Policyholder** agree that the **Policy** is amended as follows:

The **General Terms and Conditions** are incorporated by reference into, made a part of, and are expressly applicable to this **Fund Transfer Fraud Endorsement**.

All cover under this **Fund Transfer Fraud Endorsement** is afforded solely with respect to Insuring Clauses first occurring during the **Policy Period** and reported to the **Insurer** as required by the **General Terms and Conditions**.

Fund Transfer Fraud Endorsement Schedule

Fund Transfer Fraud Sublimit	INR XXX
Retention	INR XXX each and every claim

1. It is understood and agreed that the following cover is added to the **Policy**:

Funds Transfer Fraud

The **Insurer** will pay to the **Company** any direct financial loss resulting from the theft of the **Company's** funds or **Company's** Customers funds arising as a result of a **Hacking** of the **Company's Computer System** by a **Third Party** that results in fraudulent **Electronic Instructions** directing the **Company** to debit, transfer, pay or deliver funds.

The maximum liability of the **Insurer** in the aggregate for any direct financial loss provided under this **Fund Transfer Fraud Endorsement** shall not exceed the sublimit stated in this **Fund Transfer Fraud Endorsement Schedule**.

A separate retention will be applicable as mentioned above.

2. Definitions

For the purposes of this **Fund Transfer Fraud Endorsement** the following definitions are added:

(i) **Data**

Any electronically stored digital or digitised information.

(ii) **Electronic Instructions**

Authentication instructions transmitted or received in electronic form by the **Company**. Such instructions include Authenticated facsimiles and telex.

Electronic Instructions include voice communications as a result of **Data** being fraudulently obtained by a **Third Party** following the **Hacking** of the **Company's Computer System**.

(iii) **Hacking**

Any intrusion of, unauthorised access to or unauthorised use of the **Company's Computer System**.

3. Exclusions

The following exclusions are specific to this **Fund Transfer Fraud Endorsement** and shall apply in addition to the exclusions set out within Section 4 – Exclusions of the General Terms and Conditions.

(i) **Authorised Access**

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to any person or **Third Party** who had authorised access to the **Company's Computer System**, unless such person or **Third Party** obtained unauthorised access beyond the level for which that person or **Third Party** was authorised.

(ii) **Indirect or Consequential Loss**

The **Insurer** shall not be liable for any indirect or consequential loss.

4. Other insurance & indemnification

Cover provided by this endorsement applies as an excess over any other valid and collectible Crime insurance policy or Bankers Blanket Insurance available to the **Insured**. If no such cover is available, the above mentioned retention will be applicable.

In the event a Crime policy or Bankers Blanket Insurance limit is exhausted, then any loss amount remaining to be paid under the applicable Crime policy or Bankers Blanket Insurance shall be paid under this endorsement if the original loss is covered hereunder (and provided the aggregate **limit of liability** as specified in the Schedule has not been exhausted).

In the event a claim is made under the Crime policy or Bankers Blanket Insurance and is declined as not being within the Crime policy or Bankers Blanket Insurance terms and conditions then this endorsement will operate to provide cover but only to the extent that the **Insurer** would have been liable had the claim been made under this endorsement.

All other terms conditions and exclusions remain unchanged.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXVII

CRIMINAL REWARD COVERAGE EXTENSION

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. The terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and do not modify the terms, conditions, exclusions and other limitations contained in the policy unless specifically set forth herein. Unless otherwise set forth herein, the terms, conditions, exclusions and other limitations contained in the policy apply to the coverage provided by this endorsement.

2. CRIMINAL REWARD INSURING AGREEMENT

The **Insurer** may pay on an **Insured's** behalf, at the **Insurer's** sole and absolute discretion, up to **limit of liability** in the aggregate, as a **Criminal Reward Fund**. No Retention shall apply to this coverage.

3. Solely with respect to the coverage afforded under this endorsement, "**Criminal Reward Fund**" means any amount offered by the **Insurer** for information that leads to the arrest or conviction of any individual(s) committing or trying to commit any illegal act related to the coverage afforded by any **Coverage Section** of this policy.
4. The **Insurer** shall not pay any **Criminal Reward Fund** for, and this policy shall not cover any amount based upon, any information provided by any **Insured**, an **Insured's** auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.
5. Solely with respect to the coverage afforded under this endorsement, Clause 4. **LIMIT OF LIABILITY** of the **General Terms and Conditions** is amended to include the following paragraph at the end thereof:

The **Insurer's** maximum payment as a **Criminal Reward Fund** arising from any and all events occurring during the **Policy Period**, in the aggregate, regardless of the number of events, incidents or **Claims** or amount of **Loss** reported during the **Policy Period**, shall be INR XXX.

- 6.. There shall be no **Retention** applicable to the coverage afforded by this endorsement.

All other terms conditions and exclusions remain unchanged.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXVIII

PSYCHOLOGICAL SUPPORT EXPENSES

The **Insurer** shall pay the **Psychological Support Expenses** sub limited to INR XXX per Insured Person or in the aggregate incurred during the **Policy Period**. This extension of coverage applies excess of any indemnification available to the **Insured** from any kind of health insurance.

The term "**Psychological Support Expenses**" shall mean any reasonable and necessary fees, costs and expenses incurred by an **Insured**, with the **Insurer's** prior written consent, for psychologist services, in connection with a covered **Claim**.

All other terms, exclusions and conditions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXIX

It is hereby understood & agreed that **A.1 Loss of Personal Information** is deleted in its entirety and replaced with the following:

A.1 Loss of Personal Information The **Insurer** will pay to or on behalf of any **Insured** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Data Subject** against the **Insured** in respect of an actual or alleged **Qualifying Breach of Personal Information** or breach of **Data Protection Law**.

All other terms, exclusions and conditions of this policy remain unaltered

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXX

Fraudulent Communication Loss

The **Insurer** shall pay **Fraudulent Communications Loss** which is discovered during the Policy Period.

This Extension will be subject to a Sub limit of Liability of INR XXX in aggregate.

For the purpose of this endorsement, following definition has been added:

Fraudulent Communication Loss means **loss** resulting directly from a Customer, automated clearing house, custodian or financial institution having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value on the faith of any fraudulent **Communication** purporting to have been directed by an **Insured** to any of the foregoing for the purpose of initiating, authorizing or acknowledging the transfer, payment, delivery or receipt of funds or property, but which **Communication** was either not sent by an **Insured** or was fraudulently modified during electronic transmission and for which loss an **Insured** is held to be legally liable

Communication means an electronic record or message created, generated, sent, communicated, received or stored by electronic means that is capable of retention by the recipient at the time of receipt, including a telefacsimile transmission or e-mail, and that was transmitted or purported to have been transmitted through a **Network**.

Network means any and all services provided by or through the facilities of any electronic or computer communication system, including Fedwire, Clearing House Interbank Payment System (CHIPS), Society for Worldwide Interbank Financial Telecommunication (SWIFT) and similar automated interbank communication systems, automated teller machines, point of sale terminal and other similar operating systems and includes any share networks, internet access facilities, or other similar facilities for such systems, in which an **Insured** participates, allowing the input, output, examination, or transfer of data or programs from one **computer system** to an **Insured's Computer System**.

For the purpose of this endorsement, following condition has been added:

Other insurance & indemnification

Cover provided by this endorsement applies as an excess over any other valid and collectible Crime insurance policy or Bankers Blanket Insurance available to the **Insured**. If no such cover is available, the above mentioned retention will be applicable.

In the event a Crime policy or Bankers Blanket Insurance limit is exhausted, then any loss amount remaining to be paid under the applicable Crime policy or Bankers Blanket Insurance shall be paid under this endorsement if the original loss is covered hereunder (and provided the aggregate **limit of liability** as specified in the Schedule has not been exhausted).

In the event a claim is made under the Crime policy or Bankers Blanket Insurance and is declined as not being within the Crime policy or Bankers Blanket Insurance terms and conditions then this endorsement will operate to provide cover but only to the extent that the **Insurer** would have been liable had the claim been made under this endorsement.

All other terms conditions and exclusions remain unchanged.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXXI
Social Engineering Fraud Cover Endorsement

Notwithstanding anything to the contrary to this policy, it is hereby understood and agreed that policy is extended to include Financial Loss resulting directly from the **Insured** having, in good faith:

transferred money from its own accounts arising from amendment of current payments detail of a customer, supplier, or service provider-

as a result of a fraudulent instruction (via e-mail, telephone or facsimile), communicated to an Employee of the **Insured**, by a person purporting to be:

A. a director, officer, partner, member or sole proprietor of the Insured or other Employee of the **Insured**; or,

B. a customer, supplier, service provider or adviser, or a representative or employee of such person or entity, that has a legitimate written agreement or a pre-existing written arrangement or agreement to provide goods or services to the Insured.

Cover under this Insuring Clause is subject to the condition that prior to making the transfer or amending the current payment details, the Employee of the **Insured** receiving the fraudulent instruction has **Verified** that the instruction is coming from a genuine person described in Clause A or B above who has the authority to initiate the instruction.

The following Exclusion is added to this Policy:

The **Insurer** shall not be liable to make any payment for **Loss** sustained by the **Insured** resulting from a third party purporting to be:

1. a director, officer, partner, member or sole proprietor the **Insured** or other Employee; or,
2. a customer, supplier, service provider or adviser, or a representative or employee of such person or entity;

unless such **Loss** is covered under the Insuring Clause (Social engineering fraud)

For the purpose of this endorsement, the following definition shall apply:

Verified / Verify means

The genuineness of a person, who communicated the fraudulent instruction, verified independently from the person who communicated the fraudulent instruction and confirmed by the Insured:

a) through a telephone call back procedure consisting of calling the requestor by using the telephone number of such requestor which is:

- (i) held on file by the Insured, or
- (ii) available in the internal phone directory of the Insured or
- (iii) verifiable into the public domain;

or

b) where such instruction is in the form of an e-mail, by verifying and ensuring that the genuine requestors' work e-mail address has been used for such instruction, such verification to be done by sending a fresh e-mail to the work e-mail address of the requestor seeking confirmation of the instruction and obtaining the requestors' confirmation in reply to this mail.

This Extension will be subject to a Sub limit of Liability of INR XXX in aggregate.

All other terms, conditions and exclusions of this policy remain unaltered

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXII

OFAC SANCTIONS ENDORSEMENT

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not 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, the **Insurer** directly or indirectly to any sanction, prohibition or restriction under United Nation resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms, conditions and exclusions of this policy remain unaltered

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement- XXIII

PCI-DSS Endorsement

PCI-DSS Assessment Sublimit	INR XXX
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1. The following Extension G. PCI-DSS has been added to the policy:

G. PCI-DSS Assessment	In consideration of the additional premium paid, the Insurer will pay to the Company any PCI-DSS Assessment (not to exceed the Sublimit stated in the Endorsement Schedule)
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2. For the purposes of this endorsement the following definitions have been added:

PCI-DSS Assessment	means any written demand received by an Insured from a Card Association or Acquiring Bank for a monetary assessment of a fine or penalty due to an Insured's non-compliance with PCI Data Security Standards resulting from a Qualifying Breach of Data Security .
Acquiring Bank	means any bank which processes a merchant's Credit Card transactions and credit those transactions to a merchant's account.
Credit Card	means credit cards, debit cards, stored value cards and pre-funded cards
Card Association	means MasterCard, VISA, Discover, American Express, RuPay or JCB or any such Card Association
PCI-Data Security Standards (PCI-DSS)	means generally accepted and published Payment Card Industry standards for data security, including but not limited to: (i) Install and maintain a firewall configuration to protect cardholder data; (ii) Do not use vendor-supplied defaults for system passwords and other security parameters; (iii) Protect stored cardholder data; (iv) Encrypt transmission of cardholder data across open, public networks; (v) Use and regularly update anti-virus software; (vi) Develop and maintain secure systems and applications; (vii) Restrict access to cardholder data by business need-to-know;

	<ul style="list-style-type: none"> (viii) Assign a unique ID to each person with computer access; (ix) Restrict physical access to cardholder data; (x) Track and monitor all access to network resources and cardholder data; (xi) Regularly test security systems and processes; and (xii) Maintain a policy that addresses information security.
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3. Section 4, Exclusion 4.3 has been deleted in its entirety and replaced with the following:

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, provided, however, this exclusion shall not preclude coverage for any PCI-DSS Assessment.

All other terms, conditions and exclusions of this policy remain unaltered

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement - XXXIV

It is hereby understood & agreed that Definition **C.6 Electronic Data** is deleted in its entirety and replaced with the following:

C.6 Electronic Data	<p>The Insurer will pay to or on behalf of the Company:</p> <ul style="list-style-type: none"> (i) all reasonable and necessary costs and expenses incurred by the Insured (with the Insurer's prior consent); and (ii) Professional Fees as a result of an Electronic Data Incident in order to: <ul style="list-style-type: none"> (a) determine whether data held by the Company, including data held on behalf of a Third Party, can or cannot be restored or recreated; (b) recreate data held by the Company, including data held on behalf of a Third Party, where backup systems fail to capture such Third Party Data or it is corrupted or lost; and (c) recreate and reload software operated by the Company at the time of the Electronic Data Incident.
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For the purpose of this endorsement, following definition has been added to the policy:

Electronic Data Incident	<p>means any Security Failure, System Failure or a technical failure, including accidental damage or destruction of a Company's Computer System caused by:</p> <ul style="list-style-type: none"> (i) the negligence or fault of an operator or employee of the Company; (ii) electrostatic build-up or electromagnetic disturbances; (iii) over heating of critical Company's Computer System components; (iv) power surges; (v) inclement weather, lightning, and other natural disasters; (vi) fire, flood; and (vii) physical vandalism to critical Company's Computer System components, <p>resulting in the data not being machine readable.</p>
Security Failure	<p>means a failure or intrusion of the Computer System, including, without limitation, that which results in or fails to mitigate any damage, corruption or deletion of data 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.</p>

System Failure	means any unintentional and unplanned outage of a Computer System .
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All other terms, conditions and exclusions of this policy remain unaltered

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement - XXXV

Extended Reporting Period Endorsement

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 XX days following the date of cancellation or expiry in which to give notice of any covered **Claim** first made against the **Insured**. That extended reporting period shall not apply if this policy or its cover has been replaced.

All other terms conditions and exclusions remain unchanged.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement - XXXVI

Infrastructure/Systems Exclusion

The following is added to 4. Exclusions

4.18 Systems

- (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**. Provided however, that part (ii) of this Exclusion 4.18- Systems shall not apply to: a **Security Failure**; **Outsource Service Provider's Security Failure**; failure to protect **Personal Information** or **Corporate Information**; breach of **Data Protection Law** leading to a **Claim for Damages**, that is caused by such failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the Internet;
- (iii) any satellite failure.

For the purpose of this endorsement, following definitions have been added:

1. Security Failure

- (i) any intrusion due to the failure of the security of the **Company's Computer System**, including that which results in or fails to mitigate any unauthorised access, use, denial of service attack or denial of access or receipt of a malicious code, malicious software or virus which causes the destruction, modification, corruption, damage or deletion of **Third Party Data** stored on any **Company's Computer System**;
- (ii) the disclosure of data:
 - (a) due to the physical theft or loss of hardware controlled by the **Company** (or components thereof); or
 - (b) by an employee of the **Company**;
- (iii) **Security Failure** also includes any such failure or intrusion resulting from the theft of a password or network access code from:
 - (a) a **Company's** premises;
 - (b) a **Company's Computer System**;
 - (c) an officer, director or employee of a **Company**

2. Outsource Service Provider

an entity which is not owned, operated or controlled by the **Company** that the **Company** has appointed to provide specified services (including webhosting, payment processing and IT security data collection, data processing, delegation of data processing, storage of data and/or deletion or destruction of data) which would otherwise be provided internally whether based on an express contractual agreement, but only to the extent of the provision of such services.

All other terms, exclusions and conditions of this policy remain unaltered

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement - XXXVII

Clean up Cost Endorsement

Notwithstanding anything contrary to this policy, it is hereby understood and agreed that the cover has been extended under the policy for **professional fees** of the IT specialist to remove and suppress the harmful publication (whether in the form of videos, photographs or published statements) by any **third party** on internet through breaching **company's** official social media webpage.

For the purpose of above endorsement, following exclusions will be applicable :

- (i) Any non-digital media (e.g. in print, radio or television broadcast)
- (ii) Damage caused by a Journalist

This extension will be subject to a sub-limit of INR XXX in aggregate.

All other terms, exclusions and conditions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement - XXXVIII

Telephone Phreaking

The Insurer agrees that if during the Period of insurance the **Insured** suffers a Financial Loss as a result of a Hacker infiltrating the **Insured's** telephony system and making unauthorised calls which results in the **Insureds** telephone bill becoming inflated, the **Insurer** will indemnify the **Insured** for said inflation of their telephone bill.

Provided that the **Insurer's** maximum liability will not exceed INR XXX for expenses necessarily incurred in respect of any single Financial Loss and in the aggregate and such amount is part of and not in addition to the Limit of Liability.

All other terms, exclusions and conditions of this policy remain unaltered.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement - XXXIX

THEFT OF PERSONAL FUNDS

Notwithstanding anything to the contrary, cover under this policy has been extended to reimburse any **senior executive officer** for personal financial **loss** first discovered by them during the **policy period** as a direct result of any **third party** compromising the **company's** network security which results in:

- (a.) theft of money or other financial assets from a personal bank account of the **senior executive officer**; or
- (b.) identity theft of the **senior executive officer** as a result of a **privacy breach** suffered by them.

For the purpose of this endorsement, following definition has been added:

"Senior executive officer" means board members, Directors, CFO/CEO or in equivalent position of the **company**.

This extension is covered for sub limited to INR XXX in aggregate.

All other terms, conditions and exclusions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement – XL

It is hereby understood & agreed that Definition **3.22 Personal Information** is deleted in its entirety and replaced with the following:

3.22 Personal Information	means any private information concerning a Data Subject , including but not limited to: (i) any information defined in a federal, state, local or foreign statute, rule or regulation; (ii) medical or healthcare information (iii) any governmental issued identification number including drivers licence number, social security or taxpayer identification number, passport number, state or provincial identification number; (iv) credit, debit card information or other financial account numbers including in combination with associated security codes. (v) email address (vi) password or other form of security code
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All other terms, conditions and exclusions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement – XLI

It is hereby understood and agreed that the below mentioned cover is added to Extensions.

Continuity of Cover

Notwithstanding exclusion, coverage is provided for **Claims** or circumstances which could or should have been notified under any policy of which this policy is a renewal or replacement or which it may succeed in time provided always that:

- (i) XXX has continued to be the insurer under such previous policy without interruption; and
- (ii) the cover provided by this Extension shall be in accordance with all the terms and conditions (including, for the avoidance of doubt, the limit of liability and deductible amounts) of the policy under which the **Claim** or circumstance could and should have been notified.

All other terms, conditions and exclusions of this policy remain unaltered.

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement – XLII

It is hereby understood & agreed that exclusion **4.1 Anti Trust** is deleted in its entirety & replaced with the following wordings:

4.1 Antitrust any actual or alleged antitrust violation, restraint of trade or unfair competition. This exclusion shall not apply to clause (v) of D1 MultiMedia Liability or a **Regulatory Investigation** alleging such unfair competition directly in connection with **Qualifying Breach of Corporate Information** or **Qualifying Breach of Personal Information**.

All other terms, conditions and exclusions of this policy remain unaltered.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement – XLIII

Cost of reissuance of cards post cyber-attack.

Notwithstanding anything contrary to this policy, it is hereby understood and agreed that in consideration of the premium paid, the **Insurer** will pay to the **Insured** the reasonable cost and expenses for reissuance of debit or credit cards for those **Data Subjects** whose **Personal Information** has been compromised in respect of **Qualifying Breach of Data Security**.

The above extension will be sub limited for INR XXX which is part of and not in addition to the limit of liability.

All other terms, conditions and exclusions of this policy remain unaltered.

DRAFT

This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement – XLIV

Loss Preparation Cost

Notwithstanding anything contrary to this policy, it is hereby understood and agreed that in respect of insuring clause F. **Network Interruption** (Specific Matter Endorsement- XXV), policy also extends cover for reasonable and necessary professional fees and expenses incurred by a **Company** with the **Insurer's** consent, for the services of a third-party accounting firm to establish, prove, verify or quantify **Network Loss** (defined under **F. Network Interruption**) or prepare the proof of loss referred to in Condition F.5 of **Network Interruption Coverage Section** (Specific Matter Endorsement- XXV).

Loss Preparation Costs does not include any fees or expenses for consultation on coverage or negotiation of claims.

All other terms, conditions and exclusions of this policy remain unaltered.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement – XLV

Notwithstanding anything contrary to this policy, it is hereby understood and agreed the policy will not cover any **claims** against **subsidiary** of the **Policyholder**.

For the purpose of this endorsement, following definition **3.4 Company** is deleted and replaced with the following-

3.4 Company means the **Policyholder**.

All other terms, conditions and exclusions of this policy remain unaltered.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement – XLVI

It is hereby understood & agreed that Exclusion **4.3 Contractual Liability** is deleted in its entirety and is replaced with the following:

3.3 any guarantee, warranty, contractual term or liability assumed or accepted by an **Insured** under any contract or agreement except to the extent such liability would have attached to the **Insured** in the absence of such contract or agreement.

However, this Exclusion 3.3 shall not apply to obligations to comply with PCI-DSS standards.

All other terms, conditions and exclusions of this policy remain unaltered.

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This endorsement effective XX/XX/XXXX forms a part of policy issued to Canara Bank by XXX

Specific Matter Endorsement – XLVII

Failure to Notify

Notwithstanding anything contrary to this policy , the **Insurer** will pay to or on behalf of any **Insured** all **Loss** arising from any **Claim** against the **Insured** in respect of a failure by the **Company** to notify a **Data Subject** and/or any **Regulator** of a **Qualifying Breach of Personal Information** in accordance with the requirements of **Data Protection Law**.

All other terms, conditions and exclusions of this policy remain unaltered.

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