

**HDFC ERGO CYBER SACHET INSURANCE****CONTENTS**

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This Policy is effective when the accompanying Policy Schedule/Certificate is signed by an authorized representative of HDFC ERGO General Insurance Company Limited.

Policy wording, Policy Schedule/Certificate and any **Endorsements** thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

Words and phrases that appear in bold letters have, for the purpose of this Policy, a special meaning which can be read in the Definitions section.

## **INSURING CLAUSE**

In consideration of payment of the premium and receipt thereof by **Us** and in reliance upon the information provided in the proposal form and including any statements made by the **Policyholder** on behalf of **You to Us**, We hereby agree, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify **You** to the extent and in the manner specified herein, against any loss/damage due to operation of any of the **Insured Event** as opted by **You** and listed in the Policy Schedule/Certificate. Provided that Our liability in respect of any **Insured Event** shall in no case exceed the **Sum Insured** specified against the cover opted in the Policy Schedule/Certificate and where You have opted **Sum Insured** on Floater basis, our liability in respect of any single or multiple **Insured Event** shall not exceed the Floater **Sum Insured** specified in the Policy Schedule/Certificate during the Period of Insurance.

### **Operation of Cover:**

Any **Insured Event** must be first discovered by **You** during the **Policy Period** and reported to **Us** during the **Policy Period** and up to 72 hours after the termination of the **Policy Period**.

Any **third party claim** must first be made against **You** during the **Policy Period** and reported to **Us** during the **Policy Period** not later than 72 hours after the termination of the **Policy Period**.

**Insured events** arising from the same cause of action will be deemed to be one **Insured Event**, up to the **Sum Insured** as prescribed in the Policy Schedule/Certificate. This shall apply to **Insured Events** discovered during the **Policy Period** and reported to **Us** during the **Policy Period** and up to 72 hours after the termination of the **Policy Period**.

## **A. INSURED EVENTS**

### **Section 1: Theft of Funds:**

#### **Unauthorized Digital Transactions**

We will indemnify **You** for direct and pure financial loss sustained by **You**:

- a. as a result of **theft of funds** due to an unauthorized digital access to your **financial instrument** by a **third party** wholly or partially through **your personal device** or **smart home device** by digital or electronic means and / or
- b. as a consequence of **You** being a victim of **phishing** or **email spoofing**
- c. as a result **lost wages** due to time taken off from work, solely for the purpose of meeting with relevant organizations and/or authorities, post occurrence of an **Insured Event**

- d. **legal cost** for prosecution of a criminal case against the **third party** for committing the **theft of funds** or the **phishing** or **email spoofing** against **You**
- e. as a result of a penalty imposed by a bank or a credit organization, solely as a result of **theft of funds**, for:
  - i. not maintaining the minimum balance in an account
  - ii. missing an Equated Monthly Instalment (EMI) payment on a loan.

Provided that:

- i. Our liability is limited to the financial loss arising from **financial instrument** issued by the **financial entity** mentioned in your policy schedule/certificate of insurance.
- ii. **You** report to the **financial entity** which has issued the **financial instrument** immediately on discovery of event but not later than 72 hours and lodge a complaint to Police detailing theft of such funds
- iii. **You** provide evidence that the **financial entity** which has issued the **financial instrument** is not reimbursing **You** for the **theft of funds**, in case **Your** claim amount exceeds a sum of INR 10,000, and
- iv. Use of **Your financial Instrument** for International transaction are not covered unless specifically mentioned in the Policy Schedule
- v. **You** provide a confirmation from **Your employer** that the **lost wages** are not to be repaid, in case **Your** claim amount exceeds a sum of INR 10,000 / -
- vi. **You** report to **Us** immediately on discovery of event but not later than 72 hours.

### **Unauthorized Physical Transactions**

We will indemnify **You** for direct and pure financial loss sustained by **You** as a result of:

- a. Unauthorized transactions through the physical use of **Your Credit/Debit Cards** at a merchant outlet/POS terminal
- b. Wrongful withdrawal of money/cash from ATM using **Your** credit card, debit card, cash card issued by any financial institution authorized under Central Government, State Government or RBI
- c. Hold-up, robbery, theft, or burglary while the money/cash is in transit from ATM/Bank provided the destination is within the city limits and the transit is completed within a period of 2 hours from the time of cash withdrawal from the ATM/Bank
- d. Usage of forged signatures and physical documents attributing the same to **You**
- e. **Lost wages** attributable solely to an **Insured Event**
- f. Reissuance charges of a credit card, debit card, cash card blocked due to an **Insured Event** under this Policy
- g. **Legal cost** for prosecution of a criminal case against the **third party** for committing the **Theft of funds** against **You**.

Provided that:

- i. Our liability is limited to the financial loss arising from **financial instrument** issued by the **financial entity** mentioned in your policy schedule/certificate of insurance.
- ii. **You** report to the financial entity immediately on discovery of event but not later than 72 hours and lodge a complaint to Police detailing theft of such funds
- iii. **You** provide a confirmation from **Your employer** that the **lost wages** are not to be repaid, in case **Your** claim amount exceeds a sum of INR 10,000 / -
- iv. **You** report to **Us** immediately on discovery of event but not later than 72 hours.

## **Section 2: Identity Theft**

**We** will indemnify **You**:

- a. for any direct and pure financial losses including **lost wages** resulting from an **identity theft**
- b. for the reasonable and necessary costs incurred by **You** for credit monitoring services and identity monitoring
- c. for any reasonable and necessary costs incurred by **You** for prosecution of a criminal case against a third party for committing **identity theft** against **You**
- d. all reasonable fees, costs and expenses of **psychological assistance and treatment** resulting from an **identity theft**.

Provided that:

- i. **You** have reported to **Us** and the local police within 72 hours after discovery of the **identity theft**
- ii. **You** can provide a confirmation from **Your employer** that the **lost wages** are not to be repaid.

## **Section 3: Data Restoration / Malware Decontamination**

**We** shall reimburse **You** for any reasonable and necessary costs incurred by the involvement of an **IT expert** after a cyber-incident to restore **Your data** backup or to decontaminate or clean **Your personal devices** from **malware**, to the closest possible condition in which they were immediately before the **cyber incident**.

Provided that:

**You** report to **Us** immediately on discovery of event but not later than 72 hours.

What **We** will not cover:

1. Loss or damage resulting from **malware** of disputable websites, such as pornographic websites
2. Loss or damage resulting from accessing application or website that are banned for usage as per notification of any government authority.

## **Section 4: Replacement of Hardware**

**We** shall reimburse **You** for any reasonable costs to replace **Your personal devices** if an **IT expert** involved by **Us** has determined that the replacement of the entire or parts of the **personal devices** will be more efficient and

economical than to restore **Your data** or to decontaminate or clean the **personal devices** after the occurrence of a **cyber-incident**.

The replacement devices shall have to be of similar quality, kind and functionality as the **personal devices** that needs to be replaced.

Provided that:

**You** report to **Us** immediately on occurrence of **Cyber Incident** but not later than 72 hours.

## **Section 5: Cyber Bullying, Cyber Stalking and Loss of Reputation**

1. **We** will indemnify **You** for any reasonable and necessary costs incurred by **You** for civil proceedings against a third party for committing **cyber bullying** or **cyber stalking** against **You**
2. In case of an evident and significant **loss of reputation** caused by **cyber bullying** or **cyber stalking**, **We** will indemnify **You** for any reasonable and necessary costs and expenses for an **expert** to manage and restore **Your** reputation by removal or rectification of compromising or defamation material or similar such content from the digital platforms.

**We** will indemnify **You** for all direct reasonable increased education fees, expenses on books and uniform for a necessary relocation of educational institution due to a significant and ongoing **cyber bullying** or **cyber stalking**, provided that the relocation was recommended by an **expert** or relevant authorities.

3. **We** will indemnify **You** for all reasonable fees, costs and expenses of **psychological assistance and treatment** resulting from **cyber bullying** or **cyber stalking**.

Provided that:

**You** report to **Us** immediately on discovery of event but not later than 72 hours.

## **Section 6: Cyber Extortion**

**We** will reimburse **You** for any reasonable and necessary costs to resolve **Cyber Extortion** including reasonable and necessary **legal costs** as well as any **ransom** **You** pay (where legally permissible and subject to our prior written consent) maximum up to the amount of the sub limit set forth under **Cyber Extortion** on the Policy Schedule/Certificate.

Provided that:

**You** shall notify **Us**, the police or other responsible law enforcement authorities immediately on receipt of any **Extortion Threat** but not later than 72 hours.

## **Section 7: Online Shopping**

**We** will reimburse **You** for **Your** direct and pure financial loss due to transactions on the internet via payment card or **digital wallet** that **You** have been dishonestly induced to enter by a **third party** by electronic means to make a purchase of goods or services which are not delivered or rendered, provided that:

- i. the fraud event is reported by **You to Us**, Your card issuer or bank or other relevant entity within 48 hours of discovery by **You**; and
- ii. **Your** card, wallet issuing entity or bank or online e-commerce sites refuses in writing to reimburse **You** for transactions made by **You** as a result of the fraud.

#### **Section 8: Online Sales**

We will reimburse **You** for **Your** direct and pure financial loss resulting from **You** selling goods **non-commercially** online to a dishonest or fraudulent **third party** buyer, where **You** have lost physical control of the goods but in return never have received due payment for such goods.

Provided that:

1. **You** can show that **You** have made reasonable attempts to seek payment or recover the delivered goods from the **third party** buyer or other relevant parties to indemnify **You** for **Your** financial loss
2. **You** report to **Us** and the local police immediately on discovery of such loss but not later than 72 hours.

#### **Section 9: Social Media and Media Liability**

We will pay any sum for which **You** are legally liable including **legal cost** arising from a **third party claim** for any unintentional:

- i. defamation,
- ii. breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or
- iii. breach or interference of privacy rights resulting from **Your online media activities** including activities in social media.

**What we will not cover:**

- i. Any liability arising out of any political, gender, caste, racist and religious statements.

**Provided that,**

**You** immediately inform **Us** on receipt of any such notice that may lead to a **third party claim**.

#### **Section 10: Network Security Liability**

We will pay **You**, any sum for which **You** are legally liable including **legal cost** arising from a **third party claim** for a **cyber-incident** on **Your personal devices** that **You** failed to prevent and which has caused damage, alteration, destruction or theft of **data** or a **Dos attack** on **third parties' computer systems**.

**Provided that,**

**You** immediately inform **Us** on receipt of any such notice that may lead to a **third party claim**.

#### **Section 11: Privacy Breach and Data Breach Liability**

We will pay **You**, any sum for which **You** are legally liable including **legal cost** arising from a **third party claim** for any unintentional **data breach** relating to **confidential information** or **personal data** of a **third party**.

**Provided that,**

**You** immediately inform **Us** on receipt of any such notice that may lead to a **third party claim**.

#### **Section 12: Privacy Breach and Data Breach by Third Party**

**We** will reimburse **legal costs** incurred by **You** for claims for damages filed by **You** against a **third party** for **data breach** relating to **Your confidential information** or **personal data**, provided the **third party** has communicated in writing to **You** or has acknowledged publicly by electronic or print media the occurrence of a **data breach** of **Your confidential information** or **personal data**.

**Provided that,**

**You** immediately inform **Us** before initiating any legal process of any **data breach** relating to **Your confidential information** or **personal data**.

#### **Section 13: Smart Home Cover**

**We** will reimburse **You** for any reasonable and necessary costs incurred by the involvement of an **IT expert** after a **cyber-incident** to decontaminate and restore **Your smart home systems and devices**, to the closest possible condition in which they were immediately before the **cyber incident**.

**Provided that,**

**You** immediately inform **Us** of any such cyber incidence that may require decontamination and restoration of **Your home system and devices**.

#### **Section 14: Liability arising due to Underage Dependent Children**

**We** will pay **You** any sums for which **You** are legally liable including **legal cost** arising from a **third party claim** for:

- i. a **cyber incident** resulting from online activities on **Your personal devices** by an underage person (i.e. an age below 18 years) who is a **family member** that **You** failed to prevent and which has caused damage, alteration, destruction or theft of **data** or a **Dos attack** on **third parties' devices**
- ii. for any unintentional:
  - a. breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or
  - b. breach or interference of privacy rights, resulting from **online media activities** - including media activities in social media - of an underage person (i.e. an age below 18 years) who is a **family member**.

#### **Section 15: Social Media Account – Daily cash allowance**

**We** will indemnify per day benefit as specified in the Policy Schedule for loss sustained by **You** as a result of **Your social media account/s** being **inaccessible to You** due to unauthorized access gained by **third party** to **Your Social Media account** for a period not exceeding 30 days subject to a time deductible of 3 days

Provided that:

- 1) Duration of Inaccessibility of Social Media Account/ should be in excess of 3 days
- 2) **You report to Us** immediately on discovery of event but not later than 48 hours
- 3) **Social Media Platforms** confirmation on inaccessibility of Yours Social Media account ;

**What We will not cover:**

1. Suspension or deactivation of Yours **Social media account** or **Social Media Platform** by **Social Media Platform** or through order or circular of Government or administrative authority or judicial or quasi-judicial body
2. Losses arising due to legal cases or police investigations, or Third party liability.
3. Your failure to co-operate or comply with the obligation/ requirement or access as required by Social Media

Platform or government authority to establish eligibility of Your claim of account inaccessibility

4. Loss arising out of inaccessibility of Your Social Media Account due to malfunction or damage to software or the electronic devices.
5. Unauthorized access to **Your Social Media account** during a period when you can simultaneously access **Your Social Media account**.
6. Any liability arising out of the content of Your Social Media Account,
7. Any cost or expenses related with or arising out of repair, removal, replacement, or de-contamination of any electronic devices or software.

**B. POLICY DEFINITIONS**

Any word or expression found in the Policy and Policy Schedule/certificate have these meanings, unless otherwise defined.

| SL No. | TERM                            | MEANING  |
|--------|---------------------------------|--|
| 1.     | <b>Credit/Debit Card</b>        | Your physical <b>Credit/Debit Card</b> , <b>Credit/Debit Card</b> details or <b>Credit/Debit Card</b> numbers that are issued by banks operating in India.   |
| 2.     | <b>Confidential Information</b> | any form of sensitive information not publicly available, whether or not marked as 'confidential'.   |
| 3.     | <b>Cyber Bullying</b>           | any acts of: <ol style="list-style-type: none"><li>a. harassment (including foster personal interaction repeatedly despite a clear indication of disinterest)</li><li>b. intimidation</li><li>c. illegitimate invasion of privacy (including monitoring the use of the internet, email or any other form of electronic communication) or</li><li>d. threats of violence.</li></ol> |
| 4.     | <b>Cyber Extortion</b>          | any credible and unlawful threat or series of threats by a <b>third party</b> extortionist against <b>You</b> with the intention to cause harm or damage to <b>Your personal devices</b> or <b>Your data on Your personal devices</b> in order to extract an extortion <b>ransom</b> from <b>You</b> by use of coercion.   |
| 5.     | <b>Cyber Incident</b>           | any <b>malicious act</b> or <b>malware</b> occurring on <b>Your personal devices</b> .   |
| 6.     | <b>Cyber Stalking</b>           | the repeated use of electronic communications to harass or frighten someone.   |
| 7.     | <b>Data</b>                     | any digital information, irrespective of the way it is used, stored or displayed (such as text, figures, images, video, recordings or <b>software</b> ).   |
| 8.     | <b>Data Breach</b>              | a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, <b>personal data</b> or <b>confidential information</b> transmitted, stored or otherwise processed on <b>Your personal devices</b> .  |
| 9.     | <b>Deductible</b>               | each <b>deductible</b> as stated in the Policy Schedule/Certificate, being the amount which <b>You</b> must incur before this <b>Policy</b> responds.  |
| 10.    | <b>Digital Wallet</b>           | any online account in which <b>You</b> deposit or earn money which is denominated in a specific currency that can be spent in a (online) store.  |
| 11.    | <b>DoS attack</b>               | any <b>malicious act</b> causing total or partial disruption or unavailability of <b>personal devices</b> by an overloading stream of requests, including distributed denial-of-service attacks.   |
| 12.    | <b>Endorsement</b>              | An authorized amendment to this Policy.  |

| <b>SL No.</b> | <b>TERM</b>                 | <b>MEANING</b>  |
|---------------|-----------------------------|---|
| 13.           | <b>Email Spoofing</b>       | any forgery or wrongful manipulation of an email so that the receiver of such a message is misled to believe that the email is real and therefore trusts the faked origin of the message.   |
| 14.           | <b>Expert</b>               | any person or legal entity appointed by or in consultation with <b>Us</b> and/or the <b>incident response provider</b> (such as an IT, lawyer or public relations consultant).  |
| 15.           | <b>Family</b>               | <b>You</b> , <b>Your</b> spouse, <b>Your</b> children, siblings, parents or parents-in-law, residing in the same household, maximum up to 4 in number.  |
| 16.           | <b>Family floater</b>       | coverage available as per the Policy schedule/Certificate is applicable to <b>family</b> members.   |
| 17.           | <b>Financial entity</b>     | Financial institution or technology company or any other similar entity mentioned in the policy schedule/certificate of insurance that owns the <b>Financial instrument</b> method/s covered in this policy.  |
| 18.           | <b>Financial Instrument</b> | Include bank account through net banking, Mobile app banking, SMS, banking through WhatsApp debit card, credit card, prepaid card , <b>digital wallets</b> or UPI or similar other mode of financial transaction.   |
| 19.           | <b>Hardware</b>             | the physical components of any <b>personal devices</b> used to store, record, transmit, process, read, amend or control <b>data</b> .   |
| 20.           | <b>Identity Theft</b>       | the theft of <b>personal data</b> over the internet, which has resulted or could reasonably result in the wrongful use of such <b>personal data</b> .   |
| 21.           | <b>Insured</b>              | the named <b>Insured</b> as set forth in the Policy Schedule/Certificate.   |
| 22.           | <b>Insured Event</b>        | any <b>theft of funds</b> , <b>cyber incident</b> affecting <b>Your personal devices</b> and <b>Your</b> smart home, <b>identity theft</b> , <b>cyber bullying</b> , <b>cyber stalking</b> , <b>cyber extortion</b> , financial loss due to online sale or online shopping and third-party claim.                               |
| 23.           | Your Social Media account   | a unique identification number or identifier assigned by the Social Media platform to an account visible to Third Party.  |
| 24.           | Social Media platform       | Any internet-based platform through which You create or share content that is accessible to the public for generating revenue, including but not limited to Facebook, Instagram, Snapchat, Twitter, You tube.   |
| 25.           | <b>Legal Costs</b>          | any costs, expenses and/or fees for <b>experts</b> , investigations, court appearances, surveys, examination and/or procedures that are necessary for <b>Your</b> civil, administrative and/or criminal proceedings. This does not include <b>Your</b> general expenses (such as salaries, transportation costs and overheads). |
| 26.           | <b>Limits of Liability</b>  | as stated in the relevant section under the Policy Schedule/Certificate.  |
| 27.           | <b>Loss of Reputation</b>   | any adverse effect on <b>Your</b> reputation due to a publication on the internet by a <b>third party</b> .   |
| 28.           | <b>Lost Wages</b>           | any salary that was lost or not paid by <b>Your</b> employer, solely as a result of any <b>Insured Event</b> . Computation of lost wages for self-employed persons must be supported by, and will be based on, prior year tax returns.  |
| 29.           | <b>Malicious act</b>        | any unauthorized or illegal acts of a <b>third party</b> intending to cause harm to or to gain access to, or disclose <b>data</b> from <b>personal devices</b> through the use of any <b>personal devices</b> , computer system or computer network including the internet.   |
| 30.           | <b>Malware</b>              | any unauthorized or illegal <b>software</b> or code (such as viruses, spyware, computer worms, trojan horses, rootkits, ransomware, keyloggers, dialers and rogue security <b>software</b> ) designed to cause harm to or to gain access to or disrupt <b>personal devices</b> or computer networks.                            |
| 31.           | <b>Non-Commercially</b>     | Private sales, not through an owned web-shop and goods sold non-commercially and are not sold in bulk amounts.  |

| <b>SL No.</b> | <b>TERM</b>                                   | <b>MEANING</b>   |
|---------------|---|--|
| 32.           | <b>Online media activities</b>                | any text, images, videos or sound distributed via <b>Your</b> website, social media presence or e-mail.  |
| 33.           | <b>Period of Insurance</b>                    | The period of cover as stated in the Policy Schedule/Certificate.  |
| 34.           | <b>Personal Data/Information</b>              | any information relating to a <b>data</b> subject who can be identified, directly or indirectly, in relation to other information (such as a name, an identification number, location <b>data</b> , an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) as defined by applicable <b>data</b> protection laws.         |
| 35.           | <b>Personal Devices</b>                       | any devices (computers, laptops, tablets, mobile phones, etc.) used by <b>the Insured</b> for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting <b>Data</b> .  |
| 36.           | <b>Phishing</b>                               | the attempt to obtain sensitive information such as usernames, passwords, and credit card details (and sometimes, indirectly, money), often for malicious reasons, by masquerading as a trustworthy entity in an electronic communication (including vishing, pharming and smishing). Smishing and Vishing with the same purpose as of the definition of <b>Phishing</b> shall be covered.   |
| 37.           | <b>Policyholder/Proposer</b>                  | The name stated in the Policy Schedule/Certificate.  |
| 38.           | <b>Psychological assistance and treatment</b> | the involvement of an accredited psychiatrist, psychologist or counsellor chosen by <b>You</b> at <b>Your</b> own discretion with the prior written consent of <b>Us</b> , not to be unreasonably withheld or delayed, to treat <b>You</b> for stress, anxiety or such similar medical conditions.   |
| 39.           | <b>Ransom</b>                                 | any money (in INR) or other digital currency accepted under the law in India demanded by a <b>third party</b> in the course of a <b>cyber extortion</b> .  |
| 40.           | <b>Software</b>                               | any digital standard, customized or individual developed program, or application held or run by a <b>personal device</b> that comprises a set of instructions that are capable, when incorporated in a machine readable medium, of causing a machine with information processing capabilities to indicate, perform or achieve a particular function, task or result.   |
| 41.           | <b>Sum Insured</b>                            | means <b>Our</b> maximum liability that <b>We</b> shall pay during the <b>Period of Insurance</b> . It is as per following basis as opted by <b>Insured</b> and mentioned in the Policy Schedule/Certificate:<br><ul style="list-style-type: none"> <li>· Per Section Basis: the amount shown against each section</li> <li>· Floater Basis: the amount shown against Floater Sum Insured which is applicable to all sections</li> </ul> |
| 42.           | <b>Theft of Funds</b>                         | any unauthorized electronic/physical transfer of money, assets or any other funds.   |
| 43.           | <b>Third Party</b>                            | any person or legal entity other than the <b>Insured</b> as stated in the Policy Schedule/Certificate and his <b>family</b> members.   |
| 44.           | <b>Third Party Claim</b>                      | any written demand or assertion for compensation or damages by a <b>third party</b> against <b>You</b> .   |
| 45.           | <b>We/Us/Our/Insurer</b>                      | HDFC ERGO General Insurance Company Limited  |
| 46.           | <b>You/Your/Yourself/Insured</b>              | an Individual/ Entity who is named in the Policy Schedule/Certificate.   |
| 47.           | <b>Your personal devices</b>                  | All <b>devices</b> owned, leased or licensed by <b>You</b> .   |
| 48.           | <b>WAR</b>                                    | armed conflict involving physical force (i) by a sovereign state against another sovereign state, or (ii) as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power.   |
| 49.           | <b>Cyber Operation</b>                        | the use of a computer system by, at the direction of, or under the control of a sovereign state to (i) disrupt, deny access to or, degrade functionality of a computer system, and/or (ii) copy, remove, manipulate deny access to or, destroy information in a computer system.   |

## C. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

We will not cover any claim by **You** under this policy arising directly or indirectly from the following:

1. Any Event or circumstances which were known to **You** prior to inception of this policy that could reasonably lead to an **Insured Event** under this **Policy**.
2. Your business activities unless specifically covered and mentioned in your policy schedule/certificate of insurance.
3. Any action or omission of **You** or any misbehavior of **You** which is intentional, malicious, dishonest, deliberate or reckless.
4. Any action or omission in **Your** capacity as an employee.
5. Loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property.
6. Investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities.
7. Bodily injury, psychological harm (save that this exclusion shall not apply to anxiety or mental stress as set forth in **Section 2 – Identity Theft** and **Section 5 – Cyber Bullying, Cyber Stalking and Loss of Reputation**), trauma, illness or death.
8. Misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to **Section 9 – Social Media and Media Liability**. However, theft, infringement, misuse or abuse of patents will always remain excluded.
9. **Third party claims** made by **Your family** members, any person residing with **You**, made from **Your** account or any joint account holder with **You**.
10. Any Contractual liability.
11. Any costs of betterment of **Your personal devices** beyond the state existing prior to the **Insured Event**, unless unavoidable.
12. Loss, misplacement, destruction, modification, unavailability, inaccessibility of and/or delay in trading with cryptocurrencies, consisting of coins (e.g. Bitcoin, Ethereum, Ripple, IOTA), tokens (e.g. EOS, Nem, Tether) or public and/or private keys being used in conjunction with the aforementioned.
13. Gambling online and or otherwise.
14. Any Director and Officer Liability or any professional liability.
15. Any loss sustained by **You** by accessing any restricted or websites banned by the relevant authority over internet.
16. Any loss sustained due to incident of **data compromise or data breach** at platform provider / financial entity.
17. Losses sustained by **You** resulting directly or indirectly from any fraudulent or dishonest acts committed by

**Your employee or family**, acting alone or in collusion with others.

18. Losses due to the failure, outage/disturbance of infrastructure (e.g. electricity, gas, water, internet service, satellite, cable, telecommunications, or other utility services).
19. failure, interruption, degradation or outage of infrastructure (e.g. any communication equipment, air conditioning, power supply installations, standalone generators, frequency inverter units, transformers and any other facilities that are used to maintain the functioning of electronic facilities that support computer systems and **data**) or related services of the following third party providers that are not under your control: telecommunication (including the internet), internet service (including internet service providers responsible for the provision of services, hardware and technical equipment for accessing and use/operation of the internet; domain name system service providers; other internet and external network service providers responsible for internet exchanges; network providers; and cable network, satellite and radio communication network operators), satellite, cable, electricity, gas or water providers.

## 20. War, Cyber War and Cyber Operation Exclusion

**war or cyber operation** (whether **war** be declared or not). Discharge of a nuclear weapon will be deemed to arise from **war** even if accidental.

Notwithstanding our burden of proof, which shall remain unchanged by this exclusion clause, for determining attribution of a **cyber operation** to a sovereign state, **you** and **we** will consider any available, objectively reasonable evidence. This may include formal or official attribution by the government of the sovereign state in which the computer systems affected by the **cyber operation** are physically located to another sovereign state or those acting at its direction or under its control.

## D. ENDORSEMENT (applicable if Unauthorized Physical Transactions cover is not opted)

1. **Deletion of Unauthorized Physical Transactions Coverage** - It is understood and agreed that as per request of the **Insured**, coverage under Section 1 related to Unauthorized Physical Transactions stands deleted and hence not covered under the scope of the policy. Subject otherwise to the terms, conditions, limitations and exceptions of the Policy.

## E. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

**You** must comply with the following conditions to have the full protection of **Your Policy**. It is a condition precedent to **Our** liability that **You** or any one claiming indemnity or benefit complies with the terms and conditions of this Policy.

### 1. Representation and Warranty

In issuing this policy **We** have relied upon **Your** statements, representations and information as being true and accurate. If **Your** statements, representations

or information contain misrepresentations which were made with the actual intent to deceive and which materially affect **Our** acceptance of the risk or the hazard assumed, **We** shall not be liable for a loss or claim based upon, arising from, or in consequence of, any such misrepresentation.

## 2. Changes in Your circumstances

**You** must notify **Us** as soon as possible in writing of any change in **Your** circumstances which may affect this insurance cover. **We** will advise **You** if there is any additional premium payable by **You**.

## 3. Taking Reasonable Precautions

**You** must take due care and reasonable precautions to safeguard **Your Personal Information**, details of **Your Bank Accounts** and/or **Credit/Debit Cards** and internet communications. **You** should also take all practical measures to minimize claims. Such measures include but are not limited to not sharing sensitive account information, regular **data** backup, logins, PIN/TAN and **Personal Information** with Third Parties, securing physical access to devices, only installing legal **software** from trusted sources such as manufacturer app-stores and maintaining an updated and secure state of their **software** and operating systems as recommended by the manufacturer. **You** have to keep  **Yourself** informed of further recommendations and alerts made from time to time by **Us**, **Your** Bank, Social Networks, other service providers or **software** manufacturers, as well as relevant authorities such as the police, CERT-IN and RBI.

**We** are only obliged to indemnify **You** in accordance with this **Policy** if **You**:

- a. make sure **Your personal devices** are used and maintained as recommended by the manufacturer or supplier, and
- b. prevent and mitigate loss or damages covered under this **Policy**. This includes:
  - i. Providing, maintaining and updating appropriate system, device and **data** security (e.g. anti-malware solutions), and
  - ii. Maintaining and updating at appropriate intervals backups of **Your data**.

## 4. Fraud

**You** must not act in a fraudulent manner. If **You**, or anyone acting on **Your** behalf:

- a. Make a claim under the Policy knowing the claim to be false or fraudulently inflated
- b. Cause any loss or damage by **Your** willful act or with **Your** knowledge
- c. Send **Us** a document to support a claim knowing the document to be forged or false in anyway, or
- d. Make a statement to support a claim knowing the statement to be false in anyway.

**We** will not pay the claim and cover under the Policy will be forfeited and would render the policy void at

**Our** sole discretion and which would result in denial of insurance benefits under this Policy. **We** also reserve the right to recover from **You** the amount of any claim **We** have already paid under the Policy.

## 5. Cancellation

The Insured can cancel the policy at any time during the policy term, by informing the Company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

## 6. CONTRIBUTION

If at the time of happening of any loss or damage covered by this policy there shall be existing any other insurance of any nature whatsoever covering the same risk as is covered under this policy, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

Multiple policies involving Bank or other lending or financing entity –

In case there is more than one insurance policy issued to the customer covering the same risk, the Company will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.

## 7. Subrogation

If any payment is made under this **policy**, **We** will be subrogated to the extent of such payment up to all **Your** rights of recovery from any **third party**. **You** must do all that is necessary to secure and must not prejudice such rights. Any monies recovered will be applied first to any costs and expenses made to obtain the recovery, second to any payments made by **Us**, and third to any other payments made by **You**.

## 8. Claims

In the event of a claim, and post reporting a claim upon discovery of an occurrence of an **Insured Event**, **You** must give written notice to **Us** along with duly filled claim form at the address set forth in the Policy Schedule/Certificate with full details thereof, within 7days after such claim is first made. Such notice shall be effective on the date of receipt by **Us** at such address.

- a. It is **Your** duty to defend Claims and arrange for legal representation, hearing, investigation and **experts**. **We** shall have the right to effectively associate with **You** in respect of conduct and management of the Claim to which Policy may apply, and may, at **Our** option, elect to assume conduct of **Your** defense and /or investigation of any such claim.
- b. The payment of claims is dependent on **You** providing all necessary information. Upon

- learning of any circumstances likely to give rise to a claim, **You** must provide all relevant documents including receipts, bills and other records in support of **Your** claim.
- c. **You** must make no admission or settlement and must not enter into any correspondence or exchange of communications about the claim without **Our** prior written authorization.

- d. All claims are paid in Indian Rupee. If **You** suffer a loss which is in a foreign currency, the amount will be converted into Indian Rupee at cash rate of exchange published in the currency conversion website, of Reserve Bank of India or, if it has ceased to be current, a currency conversion website selected by **Us**, on the date of the loss.
- e. On receipt of all required information/documents that can be considered relevant and necessary for the claim, **We** shall, within a period of 30 days offer a settlement of the claim to **You**. If, for any reasons to be recorded in writing and communicated to **You**, **We** decide to reject a claim under the policy, it shall be within a period of 30 days from the receipt of all required information/documents that are relevant and necessary for the claim.

All benefits are only payable when approved by **Us**.

In the event of a claim, and to report a claim upon discovery of an occurrence of an **Insured Event**, **You** must give **Us** such information and co-operation as it may reasonably require including but not limited to:

- (a) Submission of fully completed and signed claim form
- (b) Copy of FIR lodged with Police Authorities / Cyber cell
- (c) Copies of legal notice received from any affected person/entity
- (d) Copies of summon received from any court in respect of a suit filed by an affected party/entity
- (e) Copies of invoices for expenses **You** incurred for the services of IT specialist
- (f) Copies of invoices for expenses **You** incurred in amending / rectifying **Your Personal Information**
- (g) Evidence of **Your** consultation with **Psychologist / Psychiatrist**
- (h) Evidence of unpaid wages
- (i) Copy of **Your** last drawn monthly salary
- (j) Evidence of expenses incurred by **You** in rectifying records regarding **Your** identity
- (k) Copies of correspondence with bank evidencing that bank is not reimbursing **You**
- (l) **Any other document required during the processing of claim**
- (m) KYC documents for claim settlement

## 9. Indian Contract Act 1872

A person or any defin who is not a party to this Policy

shall have no rights under the Contracts (Rights of Third Parties) Act 2001 or any similar act, common law or any provision of law in any other jurisdiction to enforce any of its terms.

## 10. Premium Payment

It is hereby agreed that, as a condition precedent to any liability under this Policy, any premium due must be paid and actually realised by **Us** in full. In the event of non-realisation of the premium, the Policy shall be treated as void-ab-initio.

## 11. Clerical Error

A clerical error by **Us** shall not invalidate the insurance cover otherwise validly in force, nor continue the insurance cover otherwise not validly in force.

## 12. Governing Law

This Policy shall be governed by the laws of India.

## 13. Assignment

No assignment of interest under this Policy shall be binding upon **Us**. **We** do not assume any responsibility for the validity of an assignment.

## 14. Sanctions/Embargoes

**We** shall not be deemed to provide cover and provide any benefit hereunder to the extent that the provision of such cover, payment of such loss or claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

## 15. Territorial scope

Where payment is to be made under this policy and subject to all terms and conditions of this policy, this policy shall apply to any Loss incurred or claims made in India, unless otherwise stated in the Policy Schedule/Certificate.

## 16. Jurisdiction

This Policy is subject to the exclusive jurisdiction of the Courts of India.

## 17. The Proposal Form

In issuing this policy, **We** have relied on the statements and particulars in the proposal form which shall form the basis of this policy and are considered as being incorporated therein. **You** shall not conceal or misrepresent or wrongfully declare any material fact or circumstance when making any representation.

## 18. No Third party Rights

Notwithstanding what is stated in any Law, this policy is not intended to confer any rights or benefits on and or enforceable by any **Third Party** other than **You** and accordingly no **Third Party** shall acquire any rights in relation to or under this policy nor can enforce any benefits or claim under term of this contract against **You**.

## **19. Policy Renewal**

We shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. We reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. We, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the **Period of Insurance**.

## **Grievance Redressal Procedure:**

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact us - 022 6158 2020/ 022 6234 6234
- Emails – [grievance@hdfcergo.com](mailto:grievance@hdfcergo.com)
- Contact Details for Senior Citizens: 022 6242 6226  
| Email ID : [seniorcitizen@hdfcergo.com](mailto:seniorcitizen@hdfcergo.com)
- Designated Grievance Officer in each branch
- Company Website – [www.hdfcergo.com](http://www.hdfcergo.com)
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

**The Complaint & Grievance Redressal Cell ,  
HDFC ERGO General Insurance Company Limited  
D-301, 3rd Floor, Eastern Business District ( Magnet  
Mall), LBS Marg,  
Bhandup (West) Mumbai-400078,**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

### **To the Chief Grievance Officer**

**HDFC ERGO General Insurance Company Limited  
D-301, 3rd Floor, Eastern Business District (Magnet  
Mall), LBS Marg,  
Bhandup (West) Mumbai-400078,  
e-mail: [cgo@hdfcergo.com](mailto:cgo@hdfcergo.com)**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of Ombudsman offices are mentioned below if Your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of Your insurance document

You may also refer Our website [www.hdfcergo.com](http://www.hdfcergo.com)" <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

**Names of Ombudsman and Addresses of Ombudsmen Centers**

| <b>OFFICE DETAILS</b>  | <b>JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)</b>   |
|--|---|
| <b>AHMEDABAD</b><br>Office of the Insurance Ombudsman,<br>Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road,<br>Ahmedabad – 380 001.<br>Tel.: 079 - 25501201/02<br>Email: bimalokpal.ahmedabad@cioins.co.in  | Gujarat, Dadra & Nagar Haveli, Daman and Diu.   |
| <b>BENGALURU</b><br>Office of the Insurance Ombudsman,<br>Jeevan Soudha Building, PID No. 57-27-N-19,<br>Ground Floor, 19/19, 24th Main Road,<br>JP Nagar, 1st Phase,<br>Bengaluru – 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: bimalokpal.bengaluru@cioins.co.in | Karnataka.  |
| <b>BHOPAL</b><br>Office of the Insurance Ombudsman,<br>1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road,<br>Opp. Gayatri Mandir, Bhopal – 462 011.<br>Tel.: 0755 - 2769201 / 2769202<br>Email: bimalokpal.bhopal@cioins.co.in  | Madhya Pradesh, Chattisgarh.  |
| <b>BHUBANESHWAR</b><br>Office of the Insurance Ombudsman,<br>62, Forest park, Bhubaneswar – 751 009.<br>Tel.: 0674 - 2596461 /2596455<br>Fax: 0674 - 2596429<br>Email: bimalokpal.bhubaneswar@cioins.co.in   | Orissa.   |
| <b>CHANDIGARH</b><br>Office of the Insurance Ombudsman,<br>Jeevan Deep Building SCO 20-27,<br>Ground Floor Sector- 17 A, Chandigarh – 160 017.<br>Tel.: 0172-2706468<br>Email: bimalokpal.chandigarh@cioins.co.in  | State of Punjab, Haryana (excluding 4 districts vizGurugram, Faridabad, Sonipat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &Kashmir, Ladakh and Chandigarh. |
| <b>CHENNAI</b><br>Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet,<br>CHENNAI – 600 018.<br>Tel.: 044 - 24333668 / 24333678<br>Fax: 044 - 24333664<br>Email: bimalokpal.chennai@cioins.co.in                             | Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).  |
| <b>DELHI</b><br>Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi – 110 002.<br>Tel.: 011 - 23237539<br>Email: bimalokpal.delhi@cioins.co.in   | Delhi, 4 districts of Haryana vizGurugram, Faridabad, Sonipat and Bahadurgarh)  |

| OFFICE DETAILS  | JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)   |
|---|--|
| <b>GUWAHATI</b><br>Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S.S. Road,<br>Guwahati – 781001 (ASSAM).<br>Tel.: 0361 - 2632204 / 2602205<br>Email: bimalokpal.guwahati@cioins.co.in                       | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.   |
| <b>HYDERABAD</b><br>Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 23312122<br>Email: bimalokpal.hyderabad@cioins.co.in | State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry   |
| <b>JAIPUR</b><br>Office of the Insurance Ombudsman,<br>Jeevan Nidhi – II Bldg., Gr. Floor,<br>Bhawani Singh Marg,<br>Jaipur - 302 005.<br>Tel.: 0141 - 2740363 /2740798<br>Email: bimalokpal.jaipur@cioins.co.in  | Rajasthan.   |
| <b>KOCHI</b><br>Office of the Insurance Ombudsman,<br>10th Floor, Jeevan Prakash,LIC Building,<br>Opp to Maharaja's College Ground,M.G.Road,<br>Kochi - 682 011.<br>Tel.: 0484 - 2358759<br>Email: bimalokpal.ernakulam@cioins.co.in                        | Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.   |
| <b>KOLKATA</b><br>Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue,<br>KOLKATA - 700 072.<br>Tel.: 033 - 22124339<br>Fax : 033 - 22124341<br>Email: bimalokpal.kolkata@cioins.co.in                               | States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands   |
| <b>LUCKNOW</b><br>Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Bhawan, Phase-II,<br>Nawal Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel.: 0522 - 4002082 / 3500613<br>Email: bimalokpal.lucknow@cioins.co.in                            | Districts of Uttar Pradesh :<br>Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Amedekarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorakhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. |
| <b>MUMBAI</b><br>Office of the Insurance Ombudsman,<br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel.: 022 - 69038800/27/29/31/32/33<br>Email: bimalokpal.mumbai@cioins.co.in                                    | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.   |

| OFFICE DETAILS  | JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)   |
|---|--|
| <b>NOIDA</b><br>Office of the Insurance Ombudsman,<br>Bhagwan Sahai Palace<br>4th Floor, Main Road,<br>Naya Bans, Sector 15,<br>Distt: Gautam Buddh Nagar,<br>U.P - 201301.<br>Tel.: 0120-2514252 / 2514253<br>Email: bimalokpal.noida@cioins.co.in | State of Uttarakhand and the following Districts of Uttar Pradesh:<br>Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah,<br>Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar,<br>Oraiya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar,<br>Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj,<br>Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. |
| <b>PATNA</b><br>Office of the Insurance Ombudsman,<br>2nd Floor, Lalit Bhawan,<br>Bailey Road,<br>Patna 800 001.<br>Tel.: 0612-2547068<br>Email: bimalokpal.patna@cioins.co.in  | Bihar, Jharkhand.  |
| <b>PUNE</b><br>Office of the Insurance Ombudsman,<br>Jeevan Darshan Bldg.,<br>3rd Floor, C.T.S. No.s. 195 to 198,<br>N.C. Kelkar Road,<br>Narayan Peth,<br>Pune – 411 030.<br>Tel.: 020-24471175<br>Email: bimalokpal.pune@cioins.co.in             | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.   |