

PERSONAL CYBER RISKS POLICY **-CLAIMS MADE POLICY WORDING**

Whereas the Insured by a proposal and declaration which shall form the basis of this contract, has applied to Future Generali India Insurance Company Ltd. (hereinafter called the Company or Insurer) and having paid the full Premium mentioned in the schedule as consideration for the insurance, The Company Agrees, (Subject to the Terms, Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) to pay the Insured, if the insured shall sustain loss, damage or liability during the period of insurance stated herein, the amount of benefits specified herein or liability incurred but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

This wording applies only to Claim first made during the Period of Insurance

What are we covering insured for?

Privacy Breach and Data Breach by Third Party

Personal Social Media Cover

Personal Cyber Stalking

Personal Information Technology Theft Loss Cover

Personal Malware Cover

Personal Phishing Cover

Personal E-mail Spoofing

Personal Media Liability Claims Cover

Personal Cyber Extortion Cover

Personal Identity Theft Cover

which is first Noticed during the Period of Insurance and which are reported to the Insurer in accordance with this Policy's Terms & Conditions.

How the cover is operated – Insuring Clause

In consideration of the payment of the Premium, the Insurer and the Policyholder agree as under:

Privacy Breach and Data Breach by Third Party

The Insurer shall indemnify the Insured during the Period of Insurance, if applicable all Costs including legal fees incurred by the Insured for a Claim for Damages lodged by the Insured against a Third party for Privacy Breach and or Data Breach provided the Third Party has communicated in writing to the Insured or has acknowledged publicly by electronic or print media the occurrence of a Privacy Breach or a Data Breach of the Insured.

Personal Social Media Cover

a) The Insurer shall indemnify the Insured during the Period of Insurance if applicable all Defence Costs incurred as a result of any Claim by an Affected Person or an entity for Legal liability that

directly results from the Identity Theft of the Insured from a legitimate Social Media account of the Insured by Cyber Attack.

b) The Insurer shall indemnify the Insured during the Period of Insurance if applicable Costs incurred for prosecution of a criminal case under IT Act and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code against a Third Party for Identity Theft of the Insured from a legitimate Social Media account by Cyber Attack.

c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of (a).

Personal Cyber Stalking Cover

a) The Insurer shall indemnify the Insured during the Period of Insurance if applicable Costs incurred by the Insured for prosecution of a criminal case against Third Party under the IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for Cyber Stalking the Insured.

Personal IT Theft Loss Cover

a) The Insurer shall indemnify the Insured, during the Period of Insurance or the if applicable, for IT Theft Loss as a direct result of an IT Theft

b) The Insurer shall indemnify the Insured during the Period of Insurance if applicable the Cost including legal fees incurred by the Insured for a Claim for Damages lodged by the Insured against a financial institution and or Payment System Operators authorized by the Reserve Bank of India under the Payment and Settlement Systems Act, 2007 for IT Theft Loss of the Insured provided the financial institution and or Payment System Operators has acknowledged in writing to the Insured the receipt of information of an IT Theft Loss.

c) The Insurer shall indemnify the Insured during the Period of Insurance if applicable Costs incurred for prosecution of a criminal case, Under The IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code against a Third party for causing IT Theft Loss to the Insured.

Personal Malware Cover

a) The Insurer shall indemnify the Insured during the Period of Insurance if applicable for the Restoration Cost incurred due to damage caused by Malware received through SMS, File transfer, downloaded programs from Internet or any other digital means by the Insured's Computer System which has resulted in information stored in the Insured's Computer System being damaged or altered or disrupted or misused.

b) The Insurer shall indemnify the Insured during the period of Insurance if applicable Defence Costs incurred as a result of any Claim by an Affected Person or an Entity for Legal liability that directly results from the Damage caused by entry of Malware into the Insured's Computer System.

c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of (b).

Personal Email Phishing Cover

a) The Insurer shall indemnify the Insured during the period of Insurance, if applicable the Direct and Pure Financial Loss sustained by the Insured by being an innocent victim of an act of Phishing by a third party.

b) The Insurer shall indemnify the Insured during the Period of Insurance, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third Party Under The IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for the Direct and Pure Financial Loss caused to the Insured by Email Phishing.

Personal E Mail Spoofing Cover

a) The Insurer shall indemnify the Insured during the period of Insurance, if applicable the Direct and Pure Financial Loss sustained by the Insured by being an innocent victim of an act of E-mail Spoofing by a third party.

b) The Insurer shall indemnify the Insured during the Period of Insurance, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third Party Under IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for the Direct and Pure Financial Loss caused to the Insured by E-mail Spoofing.

Personal Media Liability Cover

a) The Insurer shall indemnify the Insured for Defence Costs incurred by the Insured, arising from a Claim first made against the Insured during the Period of Insurance, if applicable, for a Media Wrongful Act.

b) The Insurer shall indemnify the Insured during the Period of Insurance, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third Party under the IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for the Media Wrongful Act.

c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of (a).

Personal Cyber Extortion Cover

a) The Insurer shall indemnify the Insured, the Cyber Extortion Loss that the Insured incurs solely and directly as a result of a Cyber Extortion Threat first occurred during the Period of Insurance.

As a condition for payment under this cover the Insured shall:

i. keep the terms and conditions of this Cyber Extortion Cover confidential, unless disclosure to law enforcement authorities is required; and

ii. take all reasonable steps to notify and cooperate with the appropriate law enforcement authorities; and

iii. take all reasonable steps (including the involvement of a security consultant with the Insurer's prior written consent), to effectively mitigate the Cyber Extortion Loss.

b) The Insurer shall indemnify the Insured, Costs incurred by the Insured during the Period of Insurance, for prosecution of a criminal case filed by or on behalf of the Insured, against a Third Party under the IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for Cyber Extortion.

Personal Identity Theft Cover.

- a) The Insurer shall indemnify the Insured during the Period of Insurance if applicable all Defence Costs incurred as a result of any Claim by an Affected Person or an entity for Legal liability that directly results from the Identity Theft of the Insured other than from a legitimate Social Media account of the Insured by Cyber Attack.
- b) The Insurer shall indemnify the Insured during the Period of Insurance if applicable Costs incurred for prosecution of a criminal case under The IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code against a Third Party for Personal Identity Theft of the Insured other than from legitimate Social Media accounts of the Insured by Cyber Attack.
- c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of (a).

Above all Coverages are subject to sub limits as specified in the Policy Schedule, policy shall cease once the Limits of Liability opted by insured or any of the insured members if they are enrolled under the policy is completely utilized during the policy period. There is no reinstatement provision allowed.

Optional Extension – Personal Payment Card Loss.

The Insurer shall indemnify the Insured during the Period of Insurance applicable all costs incurred by the Insured for a claim for loss of personal payment card loss due:

- a) Loss card Liability – Cover against unauthorised transactions made online including ATM Fraud in case of loss or theft of card.
- b) Counterfeit Card Liability – Cover against fraudulent transactions made by a third party by fraudulently printing, embossing, or encoding the card to make it appear as a genuine card and use it for making transactions.
- c) ATM Robbery – Cover against robbery of money, withdrawn inside ATM Premises.

Above all Coverages are subject to sub limits as specified in the Policy Schedule, policy shall cease once the Limits of Liability opted by insured or any of the insured members if they are enrolled under the policy is completely utilized during the policy period. There is no reinstatement provision allowed.

What is Not Covered? - Exclusions

No coverage will be available under this Policy with respect to any Loss arising out of, based upon or attributable to:

Dishonest or Improper Conduct - Any:

- a) Deliberate, criminal, fraudulent, dishonest or malicious act or omission; or
- b) Intentional or knowing violation of any duty, obligation, contract, law or regulation; by the Insured
- c) Any losses that are caused intentionally & against the law

Provided, however, the Insurer shall advance Defence Costs until there is

- a) Final decision of a court, arbitration panel or Regulator, or
- b) A written admission

which establishes such behaviour. Following such finding the Insurer shall be entitled to repayment of any amount paid to or on behalf of the Insured under this Policy.

Bodily Injury - Any actual or alleged bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, except as provided in the costs related to Counselling Services,

Property Damage - Any damage to or destruction of any tangible property, including loss of use thereof.

Contractual Liability - Any liability under any contract, agreement, guarantee or warranty assumed or accepted by an Insured except to the extent that such liability would have attached to an Insured in the absence of such contract, agreement, guarantee or warranty;

Prior Acts Exclusion – Any claim/loss arising out of or based upon or attributable to all insuring clauses, in which all or any part of such were committed, attempted, or allegedly committed or attempted, prior to the policy inception date mentioned in the schedule.

Trade Secrets and Business related Intellectual Property - Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, trade names, copyrights, licenses or any other form of business related intellectual property.

War, Terrorism including Cyber Terrorism - War, Terrorism, looting and Governmental Acts.

Trading - Any losses or liabilities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal Funds, currencies, foreign exchange, cryptocurrencies and the like.

Pollution - Any kind of Pollution.

Celebrities Liability – Coverage doesn't apply to any person/entity involved in any kind of Media/Political and Social Public Domain activities, this exclusion only applies under Personal Social Media & Media Liability Clauses.

Natural Perils - Any: electromagnetic fields or radiations; including AOG (Act of God) Perils

Unsolicited Communication - Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wiretapping, audio or video recordings or telephone marketing.

Unauthorised Collection of Data - Any unlawful or unauthorized collection of personal Data or Client Information.

Licensing Fees - Any actual or alleged licensing fee or royalty payment including, but not limited to, any obligation to pay such fees or royalty payments.

Outage/Disturbance Loss - Losses due to the outage/disturbance of external networks (e.g. power, internet, cable & telecommunications)

Commercial, Political, Union or Religious Activities - Any kind of losses in connection to commercial, political or union activities, the exercise of a religious function/office and/or the membership in any club/association that is salaried and/or not for leisure.

Immoral/Obscene Services - Any losses in connection with racist, extremist, pornographic or other immoral/obscene services, statements or representations provided made or committed by the insured.

Infrastructure/Mechanical Failure – arising out of, based upon or attributable to, equipment mechanical failure, telecommunication or satellite failure.

Policy Definitions

Affected Person means any natural Person who has been affected by the named insuring clauses

Claim means: Any written demand, suit or civil legal proceeding. A Claim shall be deemed to be first made or commenced when the Insured first becomes aware of it during the Policy Period.

Computer means any electronic magnetic, optical or other high-speed Data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, Computer software, or communication facilities which are connected or related to the Computer in a Computer system or Computer network;

Computer Programs means a collection of instructions that describe a task, or set of tasks, to be carried out by a Computer System, including application software, operating systems, firmware and compilers.

Computer System means a device or collection of devices, including input and output support devices and digital devices, excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain Computer Programmes, electronic instructions, input Data and output Data, that performs logic, arithmetic, Data storage and retrieval, communication control and other functions;

Costs shall mean

a) all Costs including legal Costs, travel Costs unearned wages incurred on actual for the purposes of prosecuting the criminal case as referred to in insuring clause other than 10 of the Policy and the court fees

b) all cost including legal cost, travel cost, unearned wages incurred on actual for the purpose of lodging a claim for damages by the insured

(i) against a financial institution under insuring clause IT Theft Cover

(ii) against a third party under the insuring clause Privacy Breach and Data Breach by Third Party

Costs shall include expenses incurred towards Counselling Services such as all reasonable fees, Costs and expenses of an accredited psychiatrist, psychologist or counsellor chosen by the Insured at his/her own discretion with the prior written consent of the Insurer, not to be unreasonable, withheld or delayed, to treat the Insured for stress, anxiety or such similar medical conditions resulting from any of the above insuring clauses, Costs under Counselling Services is subject to overall limit of the Insuring Clauses under which the claim has been register

Costs shall include IT Consultant Services such as Costs incurred by the Insured in order to prove the amount and the extent of a covered Loss. Costs under Counselling Services is subject to overall limit of the Insuring Clauses under which the claim has been register

Cyber Attack means a targeted intrusion into the Insured's Computer System:

a) which results in the transmission of unauthorised Data to the Insured's Computer System or from the Insured's Computer System to a Third Party's Computer System that is designed to modify, alter, damage, destroy, delete, record or transmit information without authorisation, including Data that is

self-replicating or self-propagating, or is designed to contaminate other Computer Programmes or legitimate Computer Data, consume Computer resources or in some fashion usurp the normal operation of a Computer System.

b) To obtain unauthorized access or use of the Insured's Computer System

A targeted intrusion is an intrusion, or a series of intrusions specifically directed against the Insured. A series of intrusions are intrusions using the same weakness of Computer Systems or using the same malicious programmes or codes.

Cyber Stalking means the repeated use of electronic communications to harass or frighten someone.

Cyber Extortion Threat means threat by an extortionist to cause a Privacy Breach, Data Breach or Cyber Attack.

Cyber Extortion Loss means:

- a) Reasonable and necessary fees, Costs and expenses incurred by or on behalf of the Insured with the prior written consent of the Insurer directly resulting from a Cyber Extortion Threat;
- b) monies payable by the Insured with the prior written consent of the Insurer in order to resolve or terminate a Cyber Extortion Threat.

Cyber Terrorism means the politically motivated use of computers and information technology to cause severe disruption or widespread fear.

Damages means the following, incurred as a result of a Claim:

- i. any amounts that an Insured shall be legally liable to pay to a Third Party in respect of judgments or arbitral awards rendered against an Insured;
- ii. monies payable by an Insured to a Third Party pursuant to a settlement agreement negotiated by the Insured with the prior written approval by the Insurer; or
- iii. punitive or exemplary Damages where insurable by the law of this Policy and the jurisdiction in which the payment is to be made.

Damages shall not include:

- a) the loss, offset or return of fees, commissions, royalties, bonuses or profits by the Insured or the Costs to re perform any services;
- b) the Costs to comply with any order for, grant of or agreement to provide injunctive or other non -monetary relief;
- c) the Costs to design, upgrade, maintain, or improve a Computer System or Computer Programme, including correcting any deficiencies or problems;
- d) taxes, fines and penalties.

Data means any electronic Data of a form readily usable by a Computer Programme.

Data Breach means

- a) the accidental or negligent disclosure by a Third Party or an outsourced service provider of the Third Party of Insured's information or
- b) the Unauthorized Access or use of the Insured's information stored in the Third Party Computer System.

Data Protection Law means any Law or Regulation regulating the processing of personal information, including the Indian Information Technology Act, 2000 and Information Technology, (reasonable security practices and procedures and sensitive personal Data or information) Rules, 2011 or any amendments or modifications thereof, from time to time.

Defence Costs means reasonable and necessary legal fees, Costs and expenses incurred by or on behalf of the Insured, with the prior written consent of the Insurer, in relation to the investigation, response, defence, appeal or settlement of a Claim, including the Costs of attachment or similar bonds, provided the Insurer shall have no obligation to furnish such bonds. defence Costs shall not include any internal Costs of the Insured (e.g. wages, salaries or other remuneration) or any amount paid by the Insurer or any other insurer pursuant to any policy or policies of insurance, other than this Policy, under which there is a duty to defend.

Direct and Pure Financial Loss shall mean the loss of funds belonging to the Insured as a Consequence of the Insured being an innocent victim of Phishing or Email Spoofing

Claims made Period means the claim made and reported during the policy period of 12 months from the date of risk inception.

E-mail Spoofing means a forgery or a wrongful manipulation of an E-mail header so that the message appears to have originated from the actual source.

Entity: A person, partnership, organization, or business that has a legal and separately identifiable existence.

Financial Institution means any bank whose function or principle activities are regulated by the Indian financial regulatory bodies in the territories in which it operates.

Funds mean any cash, money currency owned by the Insured or held by

a) A Financial Institution

b) A Payment System Operator

In an Electronic form on behalf of the Insured.

Governmental Acts means any expropriation, nationalization, confiscation, requisition, seizure or any other act by or under order of any governmental, de facto or public local authority.

Identity Theft means any fraudulent and Unauthorized Access to, usage, deletion or alteration of Insured's Personal Data stored in the Insured's Computer System

Insured means the Policy Holder named in the Policy schedule.

Insurer means Future Generali India Insurance Company Limited.

Insured's Computer System means a Computer System the Insured leases, owns or operates and which is securely made available or accessible to the Insured for the sole purpose of storing and processing the Insured's Data and which is not accessible for the public and or which is located at a public place.

IT Consultant shall mean an independent external IT expert appointed by the Insured with prior written consent of the Insurer.

IT Consultant Costs means the reasonable and necessary fees and expenses incurred by the Insured for consulting an external IT Expert in order to prove the amount and the extent of a covered Loss. Consultant Cost shall not include the Cost incurred in investigating and discovering whether an insuring clause has operated, or any loss or Claim is covered under this Policy.

IT Theft means any Third Party's targeted cyber intrusion into the Insured's Computer System which results in fraudulent and Unauthorized Access to, deletion or alteration of Data contained in the Insured's Computer System

IT Theft Loss means Funds wrongfully or erroneously paid by the Insured as a direct result of an IT Theft.

Limit of Liability means the amount specified as such in of the Schedule.

Loss means

- a) Direct financial loss
- b) Damages;
- c) Defence Costs;
- d) Costs for Prosecution of Criminal case
- e) Costs for Filing Claim for Damages on Third party /Financial Institution
- f) Restoration Costs
- g) Cyber Extortion Loss;
- h) IT Theft Loss;
- i) Consultant Costs
- j) Counselling Services

or any other amount the Insurer is liable to pay under the terms and conditions of this Policy.

IT Act means The Information Technology Act 2000 (No 21 of 2000)

Malware means a Computer program received through SMS, File transfer, downloaded programs from internet or any other digital means by the Insured's Computer System maliciously designed to infiltrate and damage Insured's Computer System without Insured's consent.

Media Wrongful Act means, in the context of the Insured's publication or broadcasting of any digital media content, any actual or alleged:

- i. defamation, infringement of any intellectual property, misappropriation or theft of ideas or information or improper deep-linking or framing;
- ii. Invasion, infringement or interference with an individual's rights of privacy or publicity, disclosure of private facts and commercial appropriation of name, persona or likeness; resulting from and as a consequence of Cyber Attack.

Payment System Operator is an entity authorized by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act, 2007

Period of Insurance means the period as set forth in the Schedule.

Personal Data shall mean any information or details of the Insured such as bank details, photographs etc. which are unique to the Insured and are stored in the Insured's Computer System.

Phishing is 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

Pollution means the discharge, dispersal, seepage, migration, release or escape of:

- a) Any solid, liquid, gaseous, biological or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- b) Electromagnetic energy, radiation or fields;
- c) Nuclear or other radiation.

Proposal Form means the written application or proposal for this Policy made by the Policyholder, including any document provided by the Policyholder in connection with such application or proposal which shall be incorporated in and form the basis of this Policy.

Privacy Breach shall mean

- a) any unauthorized disclosure by a Third Party or by an outsourced service provider of a Third Party of the Insured's personal Data or
- b) Any Unauthorized Access or use of the Insured's personal Data stored in the Third Party Computer System in actual or alleged breach of any Data protection legislation

Regulator means any official or public body with responsibility to enforce Data Protection Legislation or Authority empowered to adjudicate the disputes/complaints, including but not limited to any Controller of Certifying Authorities, Deputy Controller of Certifying Authorities, Assistant Controller of Certifying Authorities, adjudicating officer, Cyber Appellate Tribunal, appointed or constituted under the Indian Information Technology Act, 2000 read with Information Technology (Reasonable security practices and procedures and sensitive personal Data or information) Rules, 2011, or such other Regulator/adjudicating authority as may be designated/appointed, from time to time.

Restoration Cost

Reasonable and necessary Cost to technically restore, retrieve or reinstall Data or Computer Program damaged by entry of the Malware including the Cost of purchasing a Software License necessary to reproduce such Data or Computer Programs

Restoration Costs shall not include;

- 1) More than two attempts per claim at restoration of data or Insured's Computer System during the policy period.
- 2) Legal Costs or legal expenses of any kind
- 3) Costs that the insured would have incurred anyway without the entry of Malware
- 4) Costs for correction of manually incorrect input of Data
- 5) The Costs to design, upgrade, maintain, or improve the Insured's Computer System or Computer Programmes

Social Media means any forms of electronic communication (as Web sites for social networking and microblogging) through which users create online communities to share information, ideas, personal messages, and other content (as videos)

Third-Party means any natural or legal person except the Insured.

Trade Secret means the information, including a formula, compilation, pattern, programme, device, method, process or technique that derives independent economic value, actual or potential, from not being generally known and not readily ascertainable through proper means by another person who can obtain economic advantage from its disclosure or use.

Terrorism: An act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone

or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

Unauthorized Access or Use means the improper access or use of the Insured's Computer System by an unauthorized person acting in an unauthorized manner.

War means war, any invasion, act of foreign enemy, hostile operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or martial law.

Payment Card means an ATM card, credit card, charge card, prepaid card or debit card issued by a qualified financial institution for personal use only.

ATM means automatic teller machine installed by Financial Institutions.

Lost or Stolen means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.

Financial Institution means any banks authorised to business as per regulation of RBI (Reserve Bank of India).

Deductible means subject to the policy limits that apply, Insurer will pay only that part of the total of all covered loss that exceed the deductible amount shown in the Policy Schedule. This section is applicable to all insuring clauses of the policy

AOG (Act of God Perils) means Earthquake, Storm, Tempest, Flood and Inundation and any other related Perils

Insured means the person or persons that we insure as set out in the schedule.

Insurer/Company means the Future Generali India Insurance Company Limited.

Insured's Responsibilities

Reasonable Precautions

It is a condition precedent to coverage hereunder that the Insured shall take all reasonable measures to safeguard the Insured's Computer System and Digital Devices and prevent the occurrence and to minimize the impact of any Cyber Attack including but not limited to

- a. Updating Antivirus Software from time to time as per recommendations of the Antivirus Software provider.
- b. Maintaining up-to-date patch-states of the OS, browser, E-Mail, other software programs
- c. Maintaining back up of all valuable data stored in the Computer System in other storage media including external data media.
- d. Implementing best practices security eg: password strength, regular changes of passwords, use of two-factor-authentication as recommended by Internet Service Provider, Social Media Service Provider, Financial Service Provider/Bank/Payment System Operator and/or Government/Authorities

At the time of Loss/Claim

Notification

It is a condition precedent to coverage hereunder that:

Upon loss discovered, the Insured shall give written notice thereof to the Insurer within 7 days, but in any event not later than 14 days after the end of the Period of Insurance;

Upon receipt of any Claim, the Insured shall give written notice thereof to the Insurer within 7 days but in any event not later than 14 days after the end of the Period of Insurance, if applicable; and If, during the Period of Insurance, the Insured becomes aware of any fact, event or circumstance which is likely to give rise to a Claim then the Insured shall give written notice thereof to the Insurer as soon as reasonably practicable and, in any event, during the Period of Insurance.

If the Insured reports a Claim or facts that might give rise to a Claim to the Insurer, then the Insured must give the Insurer 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 summons received from any court in respect of a suit filed by an Affected party/entity
- e) Copies of correspondence with financial institutions with regard to IT Theft Loss
- f) legal notice served on any Financial Institution and or case filed against Financial Institution for IT Theft Loss
- g) Copies of legal notice served on any Third Party for any Data breach or privacy breach
- h) Copies of criminal case filed against third party under the insuring clauses, other than insuring clause - 10
- i) Copies of invoices for expenses incurred on restoration Cost
- j) Copies of invoices for expenses incurred under IT Consultant Services Cover
- k) Details/invoices of Costs incurred for filing of criminal case /Claim for Damages against third party
- l) Proof to show that the Personal Data is the propriety information belonging to the Insured.
- m) Proof to show that Loss is incurred by the Insured & Financial Institutions
- o) copies of proof on account of Payment cards – earlier statements

All notifications and all communications under this Policy must be in writing to the address set forth in the Schedule.

Defence

For the purposes of insuring clauses **Privacy Personal Identity Theft cover, Personal Social Media Cover, Personal Malware Cover** and **Personal Media Liability Cover** it shall be the duty of the Insured to defend Claims and arrange for representation at any hearing or investigation. The Insurer shall have the right to effectively associate with the Insured in respect of the conduct and management of any Claim to which this Policy may apply, and may, at the Insurer's option, elect to assume conduct of the Insured's defence of any such Claim.

Co-operation

It is a condition precedent to coverage hereunder that the Insured:

- a. takes all reasonable steps to reduce or minimise Loss;
- b. in connection with the coverage afforded under all Insuring Clauses, submits to the Insurer(at its own Cost) a written, detailed proof of Loss which provides an explanation of the circumstances and a detailed calculation of such Loss;

- c. provides to the Insurer all such cooperation and assistance as the Insurer may request in connection with such Loss; and
- d. shall not admit liability, make any payments, assume any obligations, negotiate any settlement enter into any settlement or accept any judgment or award or incur any Defence Costs without the Insurers prior written consent.
- e. Shall not agree to any waiver or limitation of or delay as to the Insured's legal rights of recovery against any other party;

Subrogation

The Insurer shall be subrogated to all of the Insured's rights of recovery to the extent of all payments of Loss made by the Insurer or all other amounts for which cover is provided under this Policy. The Insured shall do everything necessary to secure any rights, including the execution of any documents necessary to enable the Insurer effectively to bring suit in the name of the Insured whether such acts become necessary before or after payment by the Insurer. Recoveries whether being subject to subrogation or not, with respect to any Loss or all other amounts for which cover is provided under this Policy, shall be distributed as follows:

First, to reimburse the Costs and expenses actually incurred in making the recovery;

Second, to the Insurer for the amount paid to the Insured for any covered Loss;

Third, to the Insured for the amount of Loss otherwise covered but in excess of the Policy Limit of Liability; and

Fourth, to the Insured for Loss specifically excluded by this Policy.

Recovery by the Insurer from reinsurance shall not be deemed a recovery hereunder.

Other Insurance/Payments from Financial Institutions

If Loss, Defence Costs or any other amounts insured under this Policy are also potentially insured under any other insurance policy or policies, then the Insured must advise the Insurer within a reasonable time of making a Claim under this Policy and provide the Insurer with details of the other insurance, also, this condition applies on any loss (other than Defense) loss paid by Financial Institutions under Credit Card Transaction or online fraud Transactions.

Limit of Liability

The Insurer's liability to pay or indemnify under this contract for each and every Loss and for all Loss in the aggregate shall not exceed the Limit of Liability during the policy period

Each sublimit of liability specified in the Schedule is part of the Limit of Liability and is the maximum the Insurer shall pay for the Insuring clause during the policy period.

In the event of the sub limit in respect of an Insuring clause being completely exhausted on payment of a claim, No further liability shall attach on the Insurer in respect of the Insuring clause to which the sub limit applies.

The insurer's liability to pay or to indemnify for each and every loss and for all losses in aggregate for IT Consultant fees shall not exceed the amount specified in the policy schedule during the policy period.

The maximum liability payable under the policy period would be underlying sum insured, ranging from 1 lakh to 2 crores. Only one peril claim (out of 11 listed in Proposal form) would be admissible arising from any one event and peril with maximum claim liability payable would be registered.

For example, for a policy with sum insured 1 lakh, say an event triggers claims under personal social media cover and the personal cyber stalking cover with claim amounts of 5000 and 10000 respectively then claim under personal cyber stalking cover would be admissible and 10000 would be paid to the policyholder.

General Conditions/Provisions

Policy administration

The payment of any Loss and or any other amounts payable under this Policy to the Insured shall fully release the Insurer from the Insurer's liability to make payment with respect to such Loss and all other amounts.

Period of Insurance

This Policy is in force for the Period of Insurance set forth in the Schedule.

Cancellation

The Company may at any time cancel the Policy on grounds of mis-representation, non-disclosure of material facts, fraud or non-cooperation by the insured by sending thirty days' notice in writing to the insured at his last known address in which case the Company shall return to the insured a proportion/ pro-rata portion of the premium corresponding to the unexpired period of insurance provided that if no claim has been paid under the policy.

The policy may also be cancelled by the insured at any time by giving thirty days' notice in writing to the Company and in such event the Company shall allow refund of premium at Company's short period premium calculation as given below provided no claim has occurred up to the date of cancellation.

Table of Short period Rates	
Period of Risk	Amount of premium to be Retained by the company
Up to 1 month	1/8 th of Annual Premium
1 month and above, Up to 2 months	2/8 th of Annual Premium
2 month and above, Up to 3 months	3/8 th of Annual Premium
3 month and above, Up to 4 months	4/8 th of Annual Premium
4 month and above, Up to 5 months	5/8 th of Annual Premium
5 month and above, Up to 6 months	6/8 th of Annual Premium
6 month and above, Up to 7 months	7/8 th of Annual Premium
7 months and above	Full Annual Premium

Note: No refund of premium shall be due if the Insured has reported a claim under this Policy.

The Proposal Form

In issuing this Policy, the Insurer has 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.

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 have special meaning and are defined. Words that are not specifically defined in this Policy have the meaning normally attributed to them.

The schedule/Endorsement hereto is part of and forms an integral part of this Policy;

Fraudulent notifications

If the Insured shall give notice of any Loss knowing the same to be false or fraudulent, as regards amount or otherwise, such Loss shall be excluded from scope of the Policy and the Insurer reserves the right to avoid this Policy in its entirety and in such case all Loss shall be forfeited by the Insurer.

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 an Insured 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 the Insurer.

Assignment

The Insured shall not be entitled to assign this Policy nor any interest or right under the Policy without the Insurer's prior written consent.

Sanctions/Embargoes

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any Loss or Claim or 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 the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

Territorial scope

Where legally permissible by the law of this Policy and the jurisdiction in which the payment is to be made 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 Schedule.

Governing law

Any interpretation of this Policy relating to its construction, validity or operation shall be made exclusively in accordance with the laws of the Republic of India.

Jurisdiction

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

Valid Account

Wherever payment is made by payment card, Insured payment card account must be valid and in good standing for coverage to apply. Benefits will not be paid if, on the date of occurrence Insured payment card account is in delinquency, collection, or cancellation status.

Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsements if any, including the payment of premium of this Policy and compliance with specified Claims procedure insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.

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 received by the Insurer in full by the due date.

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.

Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Insurer, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

Personal Data Protection

The Insured is hereby informed that all personal Data, including all Data provided in this document and all subsequent Data provided by the Insured related to the fulfilment of the insurance contract, will be included in a Data file controlled by **Future Generali India Insurance Company Limited**. The Data will be processed for the purpose of fulfilling the insurance contract. The Insured hereby provides its express consent for the Data to be transferred/ disclosed to appropriate third parties including but not limited to other insurers or reinsurers, insurance and reinsurance brokers, regulatory authorities for co-insurance, reinsurance, portfolio assignment or management or for the adoption of anti-fraud measures purposes. The Insured may at any time exercise its right to access, rectify, cancel or object to its Data being processed, by notifying **Future Generali India Insurance Company Limited**.

Should the Insured provide **Future Generali India Insurance Company Limited**, with information related to the Insured, any damaged parties or any third person, the Insured hereby declares that all the Data related to the Insured, the damaged parties or any third person given to the Insurer have been provided by them, and that the Insured, the damaged parties or any third person have provided their consent for their Data to be transferred by the Insured to the Insurer for the fulfilment of the insurance contract in the terms established in this clause.