

GROUP PERSONAL CYBER RISKS POLICY 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) 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

Operation of Cover:

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

Insuring Clauses

In consideration of the payment of the Premium, for coverages amongst following as opted by the policyholder and agreed by the Insurer as under:

- **Section I -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.

Provided that,

Insured immediately inform **Insurer** before initiating any legal process of any **Privacy Breach and or Data Breach** relating to their confidential information or personal data.

- **Section II- Privacy Breach and Data Breach Liability**

The Insurer shall indemnify the Insured during the Period of Insurance, if applicable all Costs including legal fees for a claim arising from Third Party of their Privacy Breach and or Data Breach.

Provided that,

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

- **Section III-Personal Social Media and Media Liability Cover**

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

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 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).

Provided that, Insured immediately inform Insurer on receipt of any such notice that may lead to a third party claim.

- **Section IV Personal Cyber Stalking , Cyber Bullying and Loss of Reputation 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 committing cyber bullying or cyber stalking against Insured.
- b) 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 Insured's reputation by removal or rectification of compromising or defamation material or similar such content from the digital platforms.

Insurer will indemnify Insured 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.

- c) Insurer will indemnify Insured for all reasonable fees, costs and expenses of psychological assistance and treatment resulting from cyber bullying or cyber stalking.

Provided that:

Insured report to Insurer immediately on discovery of event but not later than 72 hours.

- **Section V-Theft of Funds**

Unauthorized Digital Transactions

Insurer will indemnify Insured upto the sublimit mentioned in the Policy Schedule, for Your direct financial loss and Lost Wages, resulting from an Unauthorized Transaction first occurring during the Policy Period and reported to Us and Bank / debit or credit card issuer, as the case may be within 72 hours upon discovery (and in any case during the Policy Period) of such transaction.

Unauthorized UPI transaction

Insurer will indemnify Insured upto the sublimit mentioned in the Policy Schedule, for Your direct financial loss and Lost Wages, resulting from an Unauthorized UPI Transaction first occurring during the Policy Period and reported to Us and Bank / debit or credit card issuer, as the case may be within 72 hours upon discovery (and in any case during the Policy Period) of such transaction.

- **Section VI-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 Defense 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).

Provided that:

Insured report to Insurer immediately on discovery of event but not later than 72 hours

- **Section VII- Replacement of Hardware**

Insurer shall reimburse Insured for any reasonable costs to replace Insured's personal devices if an IT expert involved by Insurer has determined that the replacement of the entire or parts of the personal devices will be more efficient and economical than to restore Insured's 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:

Insured report to Insurer immediately on occurrence of Cyber Incident but not later than 72 hours.

- **Section VIII-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.

Provided that:

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

- **Section IX- Personal Identity Theft Cover**

The Insurer shall indemnify the Insured during the Period of Insurance if applicable

- i) all Defense Costs incurred as a result of any Claim by an Affected Person or an entity for Legal liability
- ii) for any direct and pure financial losses including lost wages resulting from an identity theft
- iii) for the reasonable and necessary costs incurred by Insured for credit monitoring services and identity monitoring
- iv) for any reasonable and necessary costs incurred by Insured for prosecution of a criminal case against a third party for committing identity theft against Insured
- v) all reasonable fees, costs and expenses of psychological assistance and treatment resulting from an identity theft.'

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).

Provided that:

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

- **Section X- Online Shopping**

Insurer will reimburse Insured for their direct and pure financial loss due to transactions on the internet via payment card or digital wallet that Insured 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 Insured to Insurer, Insured's card issuer or bank or other relevant entity within 48 hours of discovery by Insured; and
- ii. Insured's card, wallet issuing entity or bank or online e-commerce sites refuses in writing to reimburse Insured for transactions made by You as a result of the fraud.

- **Section XI- Online Sales**

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

Provided that:

1. Insured can show that they have made reasonable attempts to seek payment or recover the delivered

goods from the third party buyer or other relevant parties to indemnify Insured for their financial loss

2. Insured report to Insurer and the local police immediately on discovery of such loss but not later than 72 hours

- **Section XII: Smart Home Cover**

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

Provided that,

Insured immediately inform Insurer of any such cyber incidence that may require decontamination and restoration of their home system and devices.

- **Section XIII: Liability arising due to Underage Dependent Children**

Insurer will pay Insured any sums for which they are legally liable including legal cost arising from a third party claim for:

- i. a cyber incident resulting from online activities on their personal devices by an underage person (i.e. an age below 18 years) who is a family member that they 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 XIV: Network Security Liability**

Insurer will pay Insured, any sum for which they are legally liable including legal cost arising from a third party claim for a cyber-incident on their personal devices that they 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,

Insured immediately inform Insurer on receipt of any such notice that may lead to a third party claim.

- **Section XV-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.

- **Section XVI-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 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 E-mail Spoofing.

Optional Extension

- **Social Engineering Fraud**

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 due to fraudulent transactions initiated by social engineering tactics.

Above all Coverages are subject to limit of liability as specified in the Policy Schedule, policy shall cease once the Limits of Liability opted by insured is completely utilized during the policy period. There is no reinstatement provision allowed.

Policy 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 Defense 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, (save that this exclusion shall not apply to anxiety or mental stress as set forth in Section IX – Identity Theft and Section IV – Cyber Bullying, Cyber Stalking and Loss of Reputation) 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 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.

Misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to **Section– Social Media and Media Liability**. However, theft, infringement, misuse or abuse of patents will always remain excluded.

Third party claims made by Your family members, any person residing with You, made from Your account or any joint account holder with You.

Any Contractual liability.

Any costs of betterment of **Insured's personal devices** beyond the state existing prior to the **Insured Event**, unless unavoidable

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.

Gambling online and or otherwise.

Any Director and Officer Liability or any professional liability.

Any loss sustained by Insured by accessing any restricted or websites banned by the relevant authority over internet.

Any loss sustained due to incident of data compromise or data breach at platform provider / financial entity.

Losses sustained by Insured resulting directly or indirectly from any fraudulent or dishonest acts committed by Insured's employee or family, acting alone or in collusion with others.

Losses due to the failure, outage/disturbance of infrastructure (e.g. electricity, gas, water, internet service, satellite, cable, telecommunications, or other utility services) 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.

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 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 Bullying

any acts of:

a. harassment (including foster personal interaction repeatedly despite a clear indication of disinterest)

b. intimidation

c. illegitimate invasion of privacy (including monitoring the use of the internet, email or any other form of electronic communication) or

d. threats of violence.

Digital Wallet any online account in which You deposit or earn money which is denominated in a specific currency that can be spent in a (online) store.

DoS attack any malicious act causing total or partial disruption or unavailability of personal devices by an overloading stream of requests, including distributed denial-of-service attacks.

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.

Cyber Operation 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.

Confidential Information any form of sensitive information not publicly available, whether or not marked as 'confidential'.

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.

Family Insured, spouse, children, siblings, parents or parents-in-law, residing in the same household, maximum up to 4 in number.

Family floater coverage available as per the Policy schedule/Certificate is applicable to family members.

Financial Instrument Include bank account through net banking, Mobile app banking, SMS, banking through WhatsApp debit card, credit card, prepaid card , digital wallets or UPI or similar other mode of financial transaction.

Hardware the physical components of any personal devices used to store, record, transmit, process, read, amend or control data.

Loss of Reputation any adverse effect on Your reputation due to a publication on the internet by a third party.

Lost Wages any salary that was lost or not paid by Your employer, solely as a result of any Insured

Event. Computation of lost wages for self-employed persons must be supported by, and will be based on, prior year tax returns.

Psychological assistance and treatment the involvement of an accredited psychiatrist, psychologist or counsellor chosen by You at Your own discretion with the prior written consent of Us, not to be unreasonably withheld or delayed, to treat You for stress, anxiety or such similar medical conditions.

Ransom any money (in INR) or other digital currency accepted under the law in India demanded by a third party in the course of a cyber extortion.

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.

Group/Master Policy means of the insurance coverage and under which Certificates of Insurance will be issued to the members of the group. The validity of the Group/Master Policy shall be for a period of Twelve months.

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

Group Administrator means the Organization/Entity/Group Manager named in the Group/Master Policy

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.

Insured Event any theft of funds, cyber incident affecting Your personal devices and Your smart home, identity theft, cyber bullying, cyber stalking, cyber extortion, financial loss due to online sale or online shopping and third-party claim.

Non-Commercially Private sales, not through an owned web-shop and goods sold non-commercially and are not sold in bulk amounts.

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

Theft of Funds any unauthorized electronic/physical transfer of money, assets or any other funds.

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.

Policy means the Master Policy Schedule, the Terms and Conditions of Master Policy, Certificate of Insurance issued to respective Insured Beneficiary/ies and any endorsements attaching to or forming part thereof either on the Cover period or during the Policy Period

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

Unauthorised Transaction means unauthorized and fraudulent use of Your a) Bank Account with banks operating in India and/or b) Credit/Debit Cards issued by Banks operating in India and/or c) Mobile wallets operating in India by a Third Party for transfers, purchases or withdrawals made over the internet (but not ATM), provided they are unrecoverable from any other sources.

Unauthorized transaction also includes e-mail spoofing or phishing

UPI – Unified Payment Interface

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 certificate of insurance.

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, Defense 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 maximum liability payable under the policy period would be underlying sum insured (in 000s), ranging from Rs.25k to Rs.2crs. Only one peril claim (out of 13 listed in Proposal form) would be admissible arising from opted perils and respective sum insured option.

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

Cancellation of policy by the Insurer:

The Company may at any time cancel the Policy and wherever applicable, the certificate of insurance, on the ground of established fraud and no refund of premium will be made. In case of each such cancellation, the Company shall serve a written notice to the Insured and, wherever applicable, to the Beneficiary, of at least seven (7) calendar days.

Cancellation of policy by the Insured:

The Insured can cancel the insurance cover at any time during the Policy Period by serving a written notice to the Company, with or without citing the cause/reason.

Refund of premium will apply in the following manner:

1. If the Policy Period is upto one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.
2. If the Policy Period is more than one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.

In case of group policies:

Cancellation of cover by Insured Beneficiary (Where Insured Beneficiary has paid the premium)

The Insured Beneficiary can cancel the insurance cover, being the holder of the certificate of insurance, at any time during the currency of that certificate by serving a written notice to the Company, with or without citing the cause/reason.

The pro-rated refund amount shall be credited to the designated bank account of the Insured Beneficiary, while the certificate will be cancelled. This refund will not be made by the Company if a claim has been made against the certificate.

Cancellation by the Group Administrator before the expiry of Master Policy/Certificate of Insurance (Applicable in all cases where the entire premium is borne and paid by the group administrator)

The Group Administrator/Master Policyholder can cancel the insurance cover at any time during the Policy Period by serving a written notice to the Company, with or without citing the cause/reason.

Refund of premium will apply in the following manner:

1. If the Policy Period is upto one (1) year and no claim has been made till the date of cancellation request,
Proportionate premium will be refunded for the unexpired period.

2. If the Policy Period is more than one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.

Effect of termination of policy by the Group Administrator:

On and from the effective date of cancellation or termination of this Policy or, if applicable, the certificate of insurance:

The cover contained in each of the issued certificates of insurance will continue through its respective period of insurance; and

The group administrator will continue to facilitate the claim proceedings to the full extent of the risk cover period provided to the Insured Beneficiary under the respective Certificate of Insurance.

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

For Policyholders, who are other than individuals, the following provision shall be applicable: The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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.

REDRESSAL OF GRIEVANCE

In case of any grievance the insured person may contact the company through

Website: <https://general.futuregenerali.in/> Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: Fgcare@futuregenerali.in

Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. Lodha I – Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express Highway Behind TCS, Thane West – 400607

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at fggro@futuregenerali.in or call at: 7900197777

For updated details of grievance officer, kindly refer the link <https://general.futuregenerali.in/customer-service/grievance-redressal>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

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

STATUTORY NOTICE: “INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION”

*******END*******