

GROUP PERSONAL CYBER RISKS POLICY **-PROSPECTUS**

In this generation, we all relate to Digital World of Mobile, Banking Social Media and Online Transactions, due to this there is a significant amount of individual data is generated, transmitted and stored. Nature of this critical data and the complexity of the systems that support its transmission and use, with the possibility of anonymous access, which may result into loss to which each person is exposed due to Cyber Attack.

Considering the exposure to individual risks, Future Generali “Group Personal Cyber Risks Policy” provides a bundle insurance covers that could arise from Cyber Risks only in line with Cyber Attacks for Group Members.

Who Can buy this Product?

An Association forming Group (above 50 Members), Banks offering their customers

Operative Clauses

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 Defense 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 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).

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 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).

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 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.

Personal Media Liability Cover

a) The Insurer shall indemnify the Insured for Defense 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 Defense 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).

Optional Cover – 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 is completely utilized during the policy period. There is no reinstatement provision allowed.

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.

Coverage under various insuring clause under Policy

Defense Cost, Direct and Pure Financial Loss, IT Consultation Services and Counselling Services

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 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, 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.

Terms and conditions

Period of Policy – 12 months

Policy can be bought by any Individual above 21 years

At the time of Claim?

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.

For Further Exclusions, Terms and Conditions – please refer to the policy wording

Future Generali's Protection

Future Generali in association with Europ Assistance (Third Party Service Provider) will offer services for fraud and digital protection which are as under:

Credit Monitoring & Protection

Identify Monitoring & Theft Protection, Transaction alerts

Protection – Anti-Phishing, Anti-key Logging

Resolution services:

Assist user in restoring the original credit score

Coordination with Insurance company for claim settlement

Coordinate with financial institutions

Coordinate the Appointment of Legal Representation

Coordinate for appointment of Psychiatrist

Coordinate for appointment of IT Specialist for Fraudulent Device Infringement

Personal Cyber Risks at Future Generali

The Cyber Risks underwriting expertise is underpinned by the strength and depth of our financial lines claims consisting of various dedicated handlers based within the Financial Lines department in India & Overseas claims team of Generali, and with several decades of combined experience between them. The team have personally dealt with several high profile crisis exposures that have impacted the financial market of recent years.

Unmatched global presence

As a company Future Generali aims to deliver excellent service across a large global network. With Generali Network currently serve clients in over 140+ countries and jurisdictions.

Our Values

We see ourselves as enterprising but measured, delivering insurance solutions that are effective as well as innovative, and listening carefully and working transparently with our business partners and clients. At the heart of everything we do is an unshakeable commitment to fairness and respect.

We meet client needs with confidence because we're driven by a long history of industry leadership and expertise

For More information, including links to sample wordings, please visit our website <http://www.futuregenerali.in> where you can find details of Public Offerings of Securities Insurance and our other products on liability Lines

Grievance

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with

1. Our Grievance Redressal Officer
2. The Consumer Affairs Department of IRDAI—You can register Your grievance on IRDAI's Integrated Grievance Management System (IGMS),
3. The Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any, or
4. The Consumer Protection Forum or the Court.

ABOUT US

Future Generali India Insurance is a joint venture between the Future Group – the game changers in Retail Trade in India and Generali – a 184 years old global insurance group featuring among the world's 50 largest Companies. Future Generali has been aptly benefiting from the Indian expertise and network of Future Group and the global insurance insight in diverse product classes of Generali Group. Our Competitive edge, extensive range of General Insurance products, wide network, claim servicing capabilities and the ability to provide all possible General Insurance Solutions under one roof, makes us the most preferred partner of our customers.

Call us at: 1800 102 2355 1

Future Generali India Insurance Company Limited (IRDAI Regn. No.: 132) (CIN: U66030MH2006PLC165287)

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For detailed information on this product, terms and conditions etc., please refer to the product policy clause, consult your advisor or visit our website before concluding a sale. Tax benefits are subject to change due to change in tax laws. Insurance is the subject matter of solicitations

SECTION 41(2). OF INSURANCE ACT, 1938-PROHIBITION OF REBATES:

No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in

India, any rebate of whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.

Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to Ten Lakhs Rupees.
