

CyberShield

Policy Schedule

Policy Number:

Item 1	Policyholder's Name	
Item 2	Policyholder's Address	
Item 3	Policy Period	From: (dd/mm/yyyy) To: (dd/mm/yyyy) Both days inclusive at the policyholder's address
Item 4	Aggregate Limit of Liability including Item 5 and Item 6	INR
Item 5	Insuring Sections	Sub Limit
	Section 1: Digital Theft of Funds	Limit of Liability
	Section 2: E-Reputation Loss and Extortion Threat	Limit of Liability
	Section 3: Data Recovery	Limit of Liability
	Section 4: Media Liability	Sub limited to 10% of Aggregate Limit of Liability
Item 6	Optional Extension	Identity Theft sub limited to 10% of Aggregate Limit of Liability
Item 7	Territory	Worldwide
Item 8	Premium	Premium - INR GST as applicable - INR Total Premium – INR
Item 9	Insurer & Address	Tata AIG General Insurance Company Limited Peninsula Business Park, Tower A, 15th Floor, G. K. Marg, Lower Parel, Mumbai- 400013. Toll Free Number: 1800 2667780.
Item 10	Claims Notice	Tata AIG General Insurance Company Limited Financial Lines Claims A – 501, 5th Floor, Building No. 4, Infinity Park, Dindoshi, Malad – E, Mumbai – 400097 OR Call on our Toll Free Number: 1800 2667780. OR Email us at: FL.Claims@tataaig.com
Item 11	Retroactive date	(dd/mm/yyyy)
Item 12	Family Cover	Provided / Not Provided.
Item 13	Endorsements	
Item 14	Intermediary Details	

A. Insuring Sections

In consideration of the payment of the Premium, We and the Policyholder agree as follows:

SECTION 1

Digital Theft of funds

Coverage

1.1 We will indemnify You for Theft of funds suffered by You as a result of:

- i. **Cyber Incident;** or
- ii. **Hacking.**

of **Your Bank Account, Credit card/Debit card** and/ or **Mobile wallets** by a **Third party** subject to:

- a. The **Theft of funds** occurring during the **Policy period**,
- b. Discovery of **Theft of funds** is no longer than 90 days from the date of occurrence,
- c. **You** report to the issuing **Bank** or the **Mobile wallet** company within 72 hours of discovery of the Theft of funds,
- d. **You** file a First Information Report (FIR) detailing the unauthorized **Theft of funds** within 72 hours upon discovery of the Theft of funds by **You** or provide complaint letter acknowledgement from the police,
- e. **You** provide **Us** evidence that the issuing **Bank** and/or the **Mobile wallet** company is not reimbursing **You** for the Theft of funds.

1.2 We will provide You coverage for Legal Defence Costs incurred by **You** to pursue a legal action against **Your Bank** and/or **Mobile wallet** for non-reimbursement of funds due to **Theft of funds** as set forth in **Section 1.1**.

1.3 We will reimburse You for penal charges or fall below charges levied due to **Theft of funds** as set forth in **Section 1.1** which resulted in **You**:

- (a) Not being able to maintain minimum balance in a **Bank** and/or,
- (b) Missing an Equated Monthly Instalment (EMI) on a loan.

This cover is sub-limited to INR 2,500 per loss and in aggregate during the **Policy Period**, subject to **You** providing proof that the **Bank** has levied the charges and provide evidence that they have not been waived off.

1.4 In addition to the General Conditions the following Conditions shall apply to Section 1.1 and Section 1.2:

- a. **You** must take due care and reasonable precautions to safeguard details of **Your Bank** and/or **Credit cards/Debit cards** and internet communications.
- b. For **Theft of funds** incurred while **You** are travelling outside of India, the following additional conditions shall be applicable:
 - i. A copy of FIR and/or police acknowledgement receipt confirming **Theft of funds** should be dated within 5 days of first arrival into India.
 - ii. A copy of passport will be required as proof of travel.
 - iii. Travel duration should not exceed 2 months for a single trip outside of India (i.e. last departure from India to be no more than 2 months from latest date of arrival into India).
- c. **Our** maximum Limit under this **Section** shall not exceed the **Limit of Liability** specified at Item 5, Section 1 of the Schedule.

1.5 Exclusions

The coverage in **Section 1.1** and **Section 1.2** shall not apply if at least one of the following exclusions are fulfilled:

- a. There was gross negligence by **You** in taking precautions to safeguard **Your Personal information, Bank Accounts** and/or **Credit cards /Debit cards** and or **Mobile wallets** and internet communication, however the onus of proving such gross negligence lies with the Insurer,
- b. **Theft of funds** due to physical loss or theft of **Your Computer system**,
- c. Withdrawal of funds via ATM made through **Your Bank Account** and/or **Credit cards/Debit cards** by a **Third party**
- d. **Theft of funds** following physical theft or loss of **Credit cards /Debit cards**
- e. Criminal and fraudulent Acts committed by **You**,
- f. Any loss of Non-Fiat currencies including but not limited to Bitcoins.

SECTION 2

E-Reputation Loss and Extortion Threat

Coverage

2.1 We will reimburse **You** for **Your E-reputation loss** due to a **Cyber Bullying** or **Defamation Event**, subject to prior written consent by **Us**, not to be unreasonably withheld or delayed.

E-reputation loss means:

- a. Costs for a specialist IT service provider for the purpose of seeking the removal of the online material which is relevant to **Cyber Bullying** or **Defamation Event**,
- b. **Counselling Costs** of up to fifteen hours or actual incurred costs, whichever is lower,
- c. **Legal Defence costs** incurred to pursue or defend a civil lawsuit against or by a **Third party**,
- d. **Lost wages** for up to a maximum of 7 working days.

2.2 In addition to the General Conditions the following Conditions shall apply to **Section 2.1**:

- a. **You** have suffered **Cyber Bullying** or **Defamation Event**,
- b. The **Cyber Bullying** or **Defamation Event** first occurs and is first discovered by **You** during the **Policy period**,
- c. The **Cyber Bullying** or **Defamation Event** is reported by **You** to the police within 72 hours of discovery by **You**,
- d. The **Cyber Bullying** or **Defamation Event** is reported by **You** to **Us** immediately or as soon as reasonably possible after it is first discovered by **You**.
- e. A claim for **Lost wages** must be supported by:
 - i. A letter from **Your** employer to confirm wages have not been paid for absence due to illness as a result of **Cyber Bullying** or **Defamation Event**,
 - ii. A medical certificate from a qualified physician declaring that **You** are unfit to work due to illness caused as a result of a **Cyber Bullying** or **Defamation Event**.

2.3 We will reimburse **You** for the **Extortion Loss** incurred by **You** due to an **Extortion Threat**.

2.4 In addition to the General Conditions the following Conditions shall apply to Section 2.3:

- a. **You** have suffered an **Extortion Threat**,
- b. The **Extortion Threat** occurs and is first discovered by **You** during the **Policy period**,
- c. The **Extortion Threat** is reported by **You** to the police within 72 hours of discovery by **You**, and,
- d. The **Extortion Threat** is reported by **You** to **Us** immediately or as soon as reasonably possible after it is first discovered by **You**.

Our maximum Limit under this **Section** shall not exceed the **Limit of Liability** specified at Item 5, Section 2 of the Schedule.

2.5 Exclusions

The coverage in Section 2.1 and Section 2.3 shall not apply if at least one of the following exclusions are fulfilled:

- a. **E-reputation Loss** or **Extortion Loss** caused by a **Journalist**, or
- b. Any publication or material relating to non-digital media including but not limited to radio and newspaper.

SECTION 3

Data Recovery

Coverage

- 3.1** **We** will reimburse **You** for any reasonable and necessary costs incurred by Specialist IT Service provider incurred by **You** to restore **Your Data** on **Your Computer System** which has been lost, altered, corrupted or destroyed as a direct result of a **Cyber Incident**.
- 3.2** **We** will reimburse **You** for any reasonable and necessary costs of a specialist IT service provider incurred by **You** to decontaminate, clean and restore **Your Computer System** which was affected by the **Cyber Incident**.
- 3.3** **We** will reimburse **You** for the **Extortion loss** incurred due to a **Data Extortion Threat**.

3.4 In addition to the General Conditions the following Conditions shall apply to Section 3:

The loss, alteration, corruption or destruction of **Your Data** occurs and is first discovered by **You** during the **Policy period**,

- i. The loss, alteration, corruption or destruction of **Your Data** is reported by **You** to **Us** as soon as practicable but in no event more than 45 days after the date it occurs and is discovered by **You**, and
- ii. **You** apply security critical updates for the operating system on **Your Computer system** within 30 days of their release by the respective supplier.

Our maximum Limit under this **Section** shall not exceed the **Limit of Liability** specified at Item 5, Section 3 of the Schedule.

3.5 Exclusions

- a. **We** will not pay for or replace any hardware components, software or license. **We** also will not pay for **Your Data** which cannot be recovered or any loss sustained as a result of the inability to recover **Your Data**.

- b. **We** will not pay for any costs of betterment of **Your Computer system** beyond the state existing prior to the loss unless unavoidable.

SECTION 4

Media Liability

Coverage

4.1 **We** will pay any sums for which **You** are legally liable arising from a **Third Party claim** for:

- i. defamation,
- ii. breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or
- iii. breach or invasion of privacy rights,

resulting from your **Online media activities**.

4.2 **We** will also reimburse **Your Legal Defence Costs** incurred by **You** resulting from the **Third party claim** as set forth in Clause 4.1.

The above coverage is subject to:

- i. Any **Third party claim** must first be made against **You** during the **Policy period** and reported to **Us** during the **Policy period** or **Discovery Period** (if applicable).

Our maximum Limit under this **Section** shall not exceed the **Limit of Liability** specified at Item 5, Section 4 of the Schedule.

B. Definitions

1. **Bank Account** means any **Bank Account** details including personal e-Banking login name, passwords or **Bank Account** number that are issued by banks including payment banks registered and operating in India, which is regulated and approved by the Reserve Bank of India (RBI).
2. **Bank** is a financial institution that provides banking and other financial services to their customers including but not limited to accepting deposits and providing loans, cash management services for customers, reporting the transaction of the customers' accounts and which is regulated and approved by the Reserve Bank of India (RBI).
3. **Certificate of insurance** is a document issued by Us to a natural person/entity who is beneficiary under the Policy.
4. **Credit card** is a card issued by a **Bank** which enables the cardholder to borrow funds to pay for a purchase or a transaction on the condition that the cardholder will pay back the original, borrowed amount, which is issued by a bank registered and operating in India, which is regulated and approved by the Reserve Bank of India (RBI).
5. **Computer System** means any computer, laptop, mobile, telephone or tablet, smart home solutions, smart televisions owned by **You**.
6. **Counseling costs** means consultation with a psychologist if **You** are referred by an attending physician for post- traumatic stress disorder, depression, anxiety, debilitating shock, mental anguish, or mental injury and any such similar psychological diagnosis.

7. **Cyber Incident** means the introduction of malicious codes, programmes or digital instructions of a malicious nature, including malware, trojans, virus, worms or cryptoware received through SMS, file transfer, downloaded programs from Internet or any other digital means.
8. **Cyber Bullying** means the posting of material online by a **Third party** acting maliciously and is intended to cause **You** embarrassment, humiliation or distress.
9. **Data** is information processed or stored by a **Computer System**. This information will be in the form of but not limited to text documents, images, audio clips, video clips, software programs, or other types of data.
10. **Data Extortion Threat** means any threat conveyed over the internet to demand money from **You** by threatening to delete, alter or corrupt **Your data** stored in **Your Computer System** while still in **Your** physical possession and custody.
11. **Debit card** is a payment card that deducts money directly from a consumer's savings account to pay for a purchase or a transaction, which is issued by a **Bank** registered and operating in India, which is regulated and approved by the Reserve Bank of India (RBI).
12. **Defamation Event** means the posting of material online by an individual acting maliciously which comes into public domain and is untrue and is intended to damage **Your** reputation.
13. **Discovery Period** means that in the event this Policy is neither renewed, for reasons other than for non-payment of the premium, nor replaced with another Personal Cyber Insurance (or similar insurance), the **Policyholder** shall automatically be entitled, without any payment of any additional premium, to a **Discovery Period** of 90 days.
14. **Email spoofing** means any forgery or wrongful manipulation of an email header so that the message appears totally real to have originated from the actual source.
15. **Extortion Loss** means any:
 - (i) **Legal Defence costs** incurred to pursue a lawsuit against a **Third party**;
 - (ii) monies paid by **You** to prevent or end an **Extortion Threat or Data Extortion Threat**; or,
 - (iii) fees for specialist IT service consultant to conduct an investigation to determine the cause of an **Extortion Threat or Data Extortion Threat**.
16. **Extortion Threat** means any imminent and credible threat conveyed over the internet to demand money from **You** by threatening to inflict harm to **Your** reputation by publishing online **Your Personal information** taken from **Your Computer system** while still in **Your** physical possession and custody.
17. **Family Members** means the **Policyholder's** immediate family which includes a legal spouse and a maximum of two children who are eldest, however both being below the age of 18.
18. **Hacking** means **Unauthorized access** by a **Third party** using improper digital means including **E-mail Spoofing** and **Phishing**.
19. **Journalist** is a person employed by traditional news media or any professional medium or agency to regularly gather, process and disseminate news and information to serve the public interest.
20. **Legal Defence Costs** means any costs, expenses and/or fees for experts, investigations, court appearances, surveys, examination and/or procedures that are necessary for **Your** civil, commercial, administrative defence. This does not include **Your** general expenses (such as salaries and overheads).

21. **Limit of Liability** means the amount specified in Item 4 of the Schedule.
22. **Lost wages** means actual wages that would have been earned for time reasonably and necessarily taken off work and away from **Your** work premises. **Lost wages** shall be computed based on the following:
- If **You** are employed, **Lost wages** will be calculated based on the daily rate of **Your** last drawn monthly salary, but not more than INR 6,500 per day.
 - If **You** are self-employed, **Lost wages** will be calculated based on **Your** tax returns in the prior year, but not more than INR 6,500 per day.
23. **Personal Information** means **Your** private details (including any online authentication information) relating to **Your** identity that will allow **You** to be identified including but not limited to the following:
- Full name
 - Passport number
 - Mailing and/or home address
 - Driving license number
 - Telephone number(s)
 - Online login ID and password
 - Credit/Debit Card number
 - Bank Account number
 - Aadhar Card Number
- The term **Personal Information** does not include publicly available information that is lawfully made available to the general public from any source including government records.
24. **Phishing** means 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.
25. **Mobile Wallet** means any online account in which **You** deposit or earn money which is denominated in Indian Rupees that can be spent in an online store and/or mobile application. This does not include credit bought or earned within a game, gambling site, pornography site or a subscription purchased online or digital **Non-Fiat currencies**.
26. **Online media activities** means any text, images, videos or sound distributed via **Your** personal website, personal social media presence or personal e-mail only.
27. **Non-Fiat Currency** means any currency which is not backed by the promise of the government and is not recognized by the Reserve Bank of India as legal tender.
28. **Policy** means the Schedule and the Policy Wording, including any applicable Endorsements.
29. **Policyholder** means the natural person/entity named in Item 1 of the Schedule.
30. **Policy Period** means the period from the inception date to the expiry date specified in Item 3 of the Schedule.
31. **Retroactive Date** means the date of inception of the first policy purchased by **You** subject to:
- Narrower of applicable Limit of Liability,
 - Lower of applicable coverage, and

- (iii) Evidence of continuous expiring cover from the Retroactive Date till the date of inception of this **Policy**.
32. **Terrorism** means an Act, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear, including cyber terrorism.
33. **Theft of funds** means any unauthorized digital or electronic transaction of money or currency owned by **You** or held by a financial institution in an electronic form on behalf of **You**.
34. **Third Party** means any natural person and/ or legal person and/or association of persons except **You** and **Your Family Members**.
35. **Third party claim** means any written demand or assertion of an intention to hold **You** responsible for compensation or damages by a **Third Party**.
36. **Unauthorized Access** means improper access by a **Third party** without **Your** consent.
37. **You/Your**: The **policyholder** / Certificate holder who is a permanent resident of India. If Family Cover is purchased, then **You/Your** means the **Policyholder / Certificate holder** and **Policyholder's / Certificate holder's Family Members**, who are permanent residents of India.
38. **We/Us/Our**: TATA AIG General Insurance Company Ltd.

C. Exclusions

This **Policy** shall not provide cover for any claims arising directly or indirectly out of any of the following:

1. **Retroactive Date**
Any **Theft of Funds, Cyber Bullying, Defamation Event, Extortion Threat, Data Extortion Threat, Cyber Incident, Online Media Activities, Identity Theft** (if applicable), occurring prior to the **retroactive date** specified in Item 11 of the Schedule.
2. **Dishonest or Improper Conduct**
Any criminal, dishonest, deliberate or malicious conduct of **You**.
3. **Bodily Injury**
Any physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury, other than mental anguish or mental injury due to a **Cyber Bullying** or **Defamation Event**.
4. **Property Damage**
Any loss or destruction of tangible property, or loss of use thereof, or physical theft, including wear and tear.
5. Any activities carried out by **You** for business or professional purposes, whether in **Your** capacity as an employee or self-employed practitioner.
6. **Intellectual Property and Trade Secrets**

Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property, unless otherwise covered under Section 4 Media Liability.

7. **War**

War, hostilities or warlike activities (whether war is declared or not), invasion, civil uprisings, riot, rebellion, insurrection, illegal strikes, decrees of government, state or public authorities and including **Terrorism**.

8. **Government Authority**

Any loss or damage caused by seizure, confiscation, demand, destruction or damage to **Your Computer system**, due to the action, requirement or order of any government, regulator, court or other body acting within its lawful authority.

9. **Non-Fiat Currency**

Any loss payment made in **Non-Fiat currencies** including but not limited to Cryptocurrencies.

10. **Outage/ Disturbance Loss**

Any failure, interruption, degradation or outage of infrastructure or related services of the following **Third Party** providers: telecommunication, internet service, satellite, cable, electricity, gas or water providers.

11. **Illegal Use of Data**

Any illegal use of data and/or illicit material which **You** are not authorized to use.

12. **Unauthorized Collection of Data**

Any unlawful or unauthorized collection of personal **Data** or client information.

13. **Expenses Prior to Notification of claim**

Any fees and costs incurred before first acknowledged notification of a claim.

14. **Insolvency**

The insolvency, liquidation, bankruptcy of an issuing **Bank** or **Mobile Wallet** provider.

15. **Immoral/Obscene Services**

Any losses in connection with racist, extremist, pornographic or other immoral/obscene services, statements or representations provided, made or committed by **You**.

D. General Conditions

1. Reporting a Claim

You must report as soon as is reasonably practicable during the **Policy Period** or the **Discovery Period** (if applicable) :

- a) to **Us** any actual **Theft of funds, E-reputation loss, Extortion Loss, Data Extortion Threat, Extortion Threat**, loss, alteration, corruption or destruction of **Your Data**, which may give rise to payment under this **Policy**;
- b) to **Us** any **Third party Claim** under Section 4 Media Liability.

If **You** report a claim or facts that might give rise to a claim to **Us**, then **You** must give **Us** such information and co-operation as it may reasonably require including but not limited to:

- (i) Submission of fully completed and signed claim form,
- (ii) Copy of FIR filed with police authorities / cyber cell or complaint letter acknowledgement from the police,
- (iii) Copies of legal notice received from any affected person/entity,
- (iv) Copies of summons received from any court in respect of a suit filed by an affected party/entity,
- (v) Copies of correspondence with **Bank** and/or **Mobile Wallet** with regard to **Theft of funds**,
- (vi) Legal notice served on any **Bank** and/or **Mobile Wallet** company for **Theft of funds**,
- (vii) Copies of invoices for expenses incurred on all costs being claimed under this policy
- (viii) Copies of invoices for expenses incurred due to involvement of a specialist service provider or advisor,
- (ix) Details/invoices of costs incurred for filing of a claim for damages against a **Third Party** perpetrator in connection with a **Cyber Incident** governed by this **Policy**,
- (x) Proof to show ownership of **Your Computer system**, and
- (xi) Proof to show that the **Personal data** is the propriety information belonging to **You**.

2. Other Insurance:

If **Legal Defence Costs** or any other amounts insured under this **Policy** are also potentially insured under any other insurance policy or policies, then **You** must advise **Us** of the other insurance within a reasonable time of making a claim under this **Policy** and provide **Us** with details of the other insurance.

3. Claims condition

- a) All costs incurred are subject to prior written consent by **Us**, which shall not be unreasonably withheld or delayed.
- b) All claims will be paid in Indian National Rupee (INR). If **You** have suffered a loss which is in a foreign currency, the amount will be converted into INR at cash rate of exchange published on the website of the RBI or, if it has ceased to be currency, at a currency conversion website selected by **Us**, on the date of the loss.

4. Fraudulent Claims

If **You** shall give any notice for any loss under this **Policy** knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such loss shall be excluded from cover under the **Policy**, and **We** shall have the right, in **Our** sole and absolute discretion, to avoid any obligations under the **Policy** or void this **Policy** in its entirety, and in such case, all losses under the **Policy** shall be forfeited and all premium will be non-refundable.

5. Limit of Liability

Our liability to pay or indemnify under this contract for each and every loss and for all losses during the **Policy Period**, shall not exceed the Aggregate Limit of Liability as stated in Item 4 of the Schedule.

Each sub limit specified in Item 5 and Item 6 of the Schedule is part of the Aggregate Limit of Liability and is the maximum **We** 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 to **Us** in respect of the insuring clause to which the sub limit applies.

6. Sanctions

We shall not be deemed to provide cover and **We** 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 **Us** 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.

7. Assignment

You shall not be entitled to assign this **Policy** nor any interest or right under the **Policy** without prior written consent from **Us**.

8. Governing Law

Any interpretation of this **Policy** relating to its construction, validity or operation shall be made in accordance with the laws of Republic of India and in accordance with the English text as it appears in this **Policy**.

9. Territorial Scope

Where legally permissible by the Indian laws and the terms and conditions of the **Policy**, this **Policy** shall apply to any loss incurred or claims made as mentioned in the Item 7 of the Schedule.

10. Jurisdiction

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

11. Arbitration

- a) The term of the **Policy** shall be governed by Indian law. If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and the arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996
- b) 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.
- c) It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.
- d) 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.
- e) The venue of the arbitration and hearings 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.

- f) 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.

Subject to compliance with the provisions above, such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

12. Subrogation

In the event of any payment made under this **Policy**, the **We** shall be subrogated to all **Your** rights or recovery thereof against any and all entities or organisations or persons, and it is **Your** duty to execute and deliver all documents/instruments necessary for **Us** to secure such rights and ensure that nothing is done to prejudice the same.

13. Renewal conditions

The **Policy** may be renewed with **Our** consent. The benefits under the **Policy** or/and the terms and conditions of the policy, including premium rate may be subject to change. **We**, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this **Policy** shall terminate at the expiration of the **Policy Period** for which premium has been paid / received. No renewal receipt shall be valid unless it is on **Our** printed form and signed by **Our** authorized official.

14. Cancellation

We may cancel the **Policy/Certificate of Insurance** by sending 30 days' notice by recorded delivery to the Policyholder/**You** at the last known address on the grounds of misrepresentation, fraud or non-disclosure of material facts. In such an event no refund of premium shall be allowed. In case of cancellation due to non-cooperation by **policyholder**, premium will be refunded in accordance with **our** short rate table for the period the policy has been in force. The **Policy** may also be cancelled by **the Policyholder** by giving 30 days' notice in writing to **Us**, in which event **We** will retain premium at short-period scale as per the following table, provided there is no claim under the **Policy** during the Policy period.

Period (Not exceeding)	Rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

In the event of cancellation or non-renewal of this **Policy**, **Our** liability shall cease outright on the date upon which the notice takes effect or upon the date of expiry except in respect of any circumstances or claims notified to **Us** during the currency of the **Policy** which remain unsettled at that date.

15. Customer Grievance Redressal Procedure

We are committed to extend the best possible services to its customers. However, if **you** are not satisfied with **our** services and wish to lodge a complaint, please feel free to call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (tolled) or **you** may email to the customer service desk at customersupport@tataaig.com.

Nodal Officer

Please visit **our** website at www.tataaiginsurance.in to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, we will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **we** will inform **you** of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, **we** will send our response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at head.customerservices@tataaig.com. After examining the matter, **we** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

Within 30 days of lodging a complaint with **us**, if **you** do not get a satisfactory response from **us** and **you** wish to pursue other avenues for redressal of grievances, **you** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Details	Jurisdiction of Office Union Territory, District
AHMEDABAD – Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU – Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL – Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR – Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH - Dr. Dinesh Kumar Verma	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir,

Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Chandigarh.
CHENNAI – Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI – Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI – Shri Kiriti. B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 – 2632204 / 2602205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD – Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM - Smt. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA – Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,	West Bengal, Sikkim, Andaman & Nicobar Islands.

<p>4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	
<p>LUCKNOW –Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Basti, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Mau, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Ballia, Amethi, Lucknow, Raebareilly, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Sravasti, Gonda, Faizabad, Kaushambi, Maharajgang, Deoria, Chandauli, Ambedkarnagar, Sultanpur, Ghazipur, Balrampur, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Sidharathnagar.</p>
<p>MUMBAI – Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 – 26106052</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA – Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Hathras, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Kanshiramnagar, Saharanpur.</p>
<p>PATNA – Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE – Shri Vinay Shah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

This Policy is subject to IRDAI (Protection of Policyholder’s Interests) Regulation, 2017.

Disclaimer: Prohibition of Rebates – Section 41 of The Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015

1. 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 the 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 prospectus or tables of the Insurer.
2. Any person making default in complying with the provisions of this section shall be punished with a fine which may extend to ten lakhs rupees.

“Insurance is the subject matter of the solicitation”. For more details on benefits, exclusions, limitations, terms & conditions, please refer sales brochure/ Policy wordings carefully, before concluding a sale.

“Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited”.

ENDORSEMENT-1

Forming Part of the Policy Number

IDENTITY THEFT COVER

- a. **We** will indemnify **you** for **identity theft costs** and **lost wages** for up to a maximum of 7 working days resulting from an **identity theft**, provided that:
 - i. you have reported to us and the local police within 72 hours of discovery of the **identity theft**, and
 - ii. **you** can provide a confirmation from **your** employer that the **lost wages** are not be repaid
 - b. **We** will indemnify **you** the reasonable and necessary costs incurred by **you** for credit monitoring services and identity monitoring.
 - c. **Counselling Costs** up to fifteen hours or actual incurred costs, whichever is lower
- For the purpose of this Endorsement only, Section 5, Definitions is modified and amended to add the following :
 - a. **Identity theft** -the theft of **personal information** over the internet, which has resulted or could reasonably result in the wrongful use of such **personal information**
 - b. **Identity theft costs** – the reasonable and necessary fees and expenses incurred by **you** with **Our** consent for:
 - i. costs of re-filing rejected applications for loans, grants or other credit instruments which were rejected because the lender received incorrect credit information,
 - ii. costs of notarizing affidavits or other similar documents, for law enforcement agencies, financial institutions or similar credit grantors and credit agencies,
 - iii. telephone calls and postage in order to report the identity theft or amend or rectify **your** records as to **your** true name or identity;
 - iv. up to six credit reports from established credit bureaus, or
 - v. cost of re-issuance of identity document used for the **identity theft**.