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

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

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

INSURING CLAUSE

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

Operation of Cover:

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

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

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

A. INSURED EVENTS

Section 1: Theft of Funds:

Unauthorized Digital Transactions

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

- a. as a result of **theft of funds** due to an unauthorized digital access to **Your** bank account, credit or debit card or **digital wallets** by a **third party**, and
- b. as a consequence of **You** being a victim of **phishing or email spoofing**
- c. as a result of **lost wages** due to time taken off from work, solely for the purpose of meeting with relevant organizations and/or authorities, post occurrence of an **Insured Event**
- d. **legal cost** for prosecution of a criminal case against the **third party** for committing the **theft of funds** or the **phishing or email spoofing** against **You**
- e. as a result of a penalty imposed by a bank or a credit organization, solely as a result of **theft of funds**, for:

- i. not maintaining the minimum balance in an account
- ii. missing an Equated Monthly Instalment (EMI) payment on a loan.

Provided that:

- i. **You** report to the issuing bank or the **digital wallet** company immediately on discovery of event but not later than 72 hours and lodge a complaint to Police detailing theft of such funds
- ii. **You** provide evidence that the issuing bank or the **digital wallet** company is not reimbursing **You** for the **theft of funds**, in case **Your** claim amount exceeds a sum of INR 10,000, and
- iii. **You** provide a confirmation from **Your** employer that the **lost wages** are not to be repaid, in case **Your** claim amount exceeds a sum of INR 10,000
- iv. **You** report to **Us** immediately on discovery of event but not later than 72 hours.

Unauthorized Physical Transactions

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

- a. Unauthorized transactions through the physical use of **Your Credit/Debit Cards** at a merchant outlet/POS terminal
- b. Wrongful withdrawal of money/cash from ATM using **Your** credit card, debit card, cash card issued by any financial institution authorized under Central Government, State Government or RBI
- c. Hold-up, robbery, theft, or burglary while the money/cash is in transit from ATM/Bank provided the destination is within the city limits and the transit is completed within a period of 2 hours from the time of cash withdrawal from the ATM/Bank

- d. Usage of forged signatures and physical documents attributing the same to **You**

e. **Lost wages** attributable solely to an **Insured Event**

- f. Reissuance charges of a credit card, debit card, cash card blocked due to an **Insured Event** under this Policy

g. **Legal cost** for prosecution of a criminal case against the **third party** for committing the **Theft of funds** against **You**.

Provided that:

- i. **You** report to the issuing bank or the **digital wallet** company immediately on discovery of event but not later than 72 hours and lodge a complaint to Police detailing theft of such funds
- ii. **You** provide a confirmation from **Your** employer that the **lost wages** are not to be repaid, in case **Your** claim amount exceeds a sum of INR 10,000
- iii. **You** report to **Us** immediately on discovery of event but not later than 72 hours.

Section 2: Identity Theft

We will indemnify **You**:

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

d. all reasonable fees, costs and expenses of **psychological assistance and treatment** resulting from an **identity theft**.

Provided that:

i. **You** have reported to **Us** and the local police within 72 hours after discovery of the **identity theft**

ii. **You** can provide a confirmation from **Your** employer that the **lost wages** are not to be repaid.

Section 3: Data Restoration / Malware Decontamination

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

Provided that:

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

What **We** will not cover:

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

Section 4: Replacement of Hardware

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

the occurrence of a **cyber-incident**.

The replacement devices shall have to be of similar quality as the **personal devices** to be replaced.

Provided that:

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

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

1. **We** will indemnify **You** for any reasonable and necessary costs incurred by **You** for civil proceedings against a third party for committing **cyber bullying** or **cyber stalking** against **You**

2. In case of an evident and significant loss of reputation caused by **cyber bullying** or **cyber stalking**, **We** will indemnify **You** for any reasonable and necessary costs and expenses for an expert to manage and restore **Your** reputation

3. **We** will indemnify **You** for all reasonable fees, costs and expenses 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

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

Provided that:

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

Section 6: Cyber Extortion

We will reimburse **You** for any reasonable and

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

Provided that:

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

Section 7: Online Shopping

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

i. the fraud event is reported by **You** to **Us**, **Your** card **issuer** or bank or other relevant entity within 48 hours of discovery by **You**; and

ii. **Your** card, wallet issuing entity or bank or online e-commerce sites refuses in writing to reimburse **You** for transactions made by **You** as a result of the fraud.

Section 8: Online Sales

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

Provided that:

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

goods from the **third party** buyer or other relevant parties to indemnify **You** for **Your** financial loss

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

Section 9: Social Media and Media Liability

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

i. breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or

ii. breach or interference of privacy rights

resulting from **Your online media activities** including activities in social media.

What we will not cover:

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

Provided that,

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

Section 10: Network Security Liability

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

Provided that,

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

Section 11: Privacy Breach and Data Breach Liability

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

Provided that,

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

Section 12: Privacy Breach and Data Breach by Third Party

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

Provided that,

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

Section 13: Smart Home Cover

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

Provided that,

You immediately inform **Us** of any such cyber

incident that may require decontamination and restoration of **Your** home system and devices.

Section 14: Liability arising due to Underage Dependent Children

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

i. a **cyber incident** resulting from online activities on **Your personal devices** by an underage person (i.e. an age below 18 years) who is a **family member** that **You** failed to prevent and which has caused damage, alteration, destruction or theft of **data** or a **DoS attack** on **third parties' personal devices**

ii. for any intentional:

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**.

Provided that,

You immediately inform **Us** of any such cyber incidence or legal notice resulting from **online media activities** of underage **family member**.

What We will not cover:

Any liability arising out of any political, gender, cast, racist and religious statements.

B. POLICY DEFINITIONS

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

Sr. No.	TERM	MEANING
1	Credit/Debit Card	Your physical Credit/Debit Card, Credit/Debit Card details or Credit/Debit Card numbers that are issued by banks operating in India.
2	Confidential Information	any form of sensitive information not publicly available, whether or not marked as 'confidential'.
3	Cyber Bullying	any acts of: <ol style="list-style-type: none"> harassment (including foster personal interaction repeatedly despite a clear indication of disinterest) intimidation illegitimate invasion of privacy (including monitoring the use of the internet, email or any other form of electronic communication) or threats of violence committed against You over the internet.
4	Cyber Extortion	any credible and unlawful threat or series of threats by a third party extortionist against You with the intention to cause harm or damage to Your personal devices or Your data on Your personal devices in order to extract an extortion ransom from You by use of coercion.
5	Cyber Incident	any malicious act or malware occurring on Your personal devices .
6	Cyber Stalking	the repeated use of electronic communications to harass or frighten someone.
7	Data	any digital information, irrespective of the way it is used, stored or displayed (such as text, figures, images, video, recordings or software).
8	Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data or confidential information transmitted, stored or otherwise processed on Your personal devices .
9	Deductible	each deductible as stated in the Policy Schedule/Certificate, being the amount which You must incur before this Policy responds.
10	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.
11	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.
12	Endorsement	An authorized amendment to this Policy.
13	Email Spoofing	any forgery or wrongful manipulation of an email so that the receiver of such a message is misled to believe that the email is real and therefore trusts the faked origin of the message.
14	Expert	any person or legal entity appointed by or in consultation with Us and/or the incident response provider (such as an IT, lawyer or public relations consultant).
15	Family	You, Your spouse, Your children, siblings, parents or parents-in-law, residing in the same household, maximum up to 4 in number.

16	Family floater	coverage available as per the Policy schedule/Certificate is applicable to family members .
17	Hardware	the physical components of any personal devices used to store, record, transmit, process, read, amend or control data .
18	Identity Theft	the theft of personal data over the internet, which has resulted or could reasonably result in the wrongful use of such personal data .
19	Insured	the named Insured as set forth in the Policy Schedule/Certificate.
20	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.
21	Legal Costs	any costs, expenses and/or fees for experts , investigations, court appearances, surveys, examination and/or procedures that are necessary for Your civil, administrative and/or criminal proceedings. This does not include Your general expenses (such as salaries, transportation costs and overheads).
22	Limits of Liability	as stated in the relevant section under the Policy Schedule/Certificate.
23	Loss of Reputation	any adverse effect on Your reputation due to a publication on the internet by a third party .
24	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.
25	Malicious act	any unauthorized or illegal acts of a third party intending to cause harm to or to gain access to, or disclose data from personal devices through the use of any personal devices , computer system or computer network including the internet.
26	Malware	any unauthorized or illegal software or code (such as viruses, spyware, computer worms, trojan horses, rootkits, ransomware, keyloggers, dialers and rogue security software) designed to cause harm to or to gain access to or disrupt personal devices or computer networks.
27	Non-Commercially	Private sales, not through an owned web-shop and goods sold non-commercially and are not sold in bulk amounts.
28	Online media activities	any text, images, videos or sound distributed via Your website, social media presence or e-mail.
29	Period of Insurance	The period of cover as stated in the Policy Schedule/Certificate.
30	Personal Data/ Information	any information relating to a data subject who can be identified, directly or indirectly, in relation to other information (such as a name, an identification number, location data , an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) as defined by applicable data protection laws.
31	Personal Devices	any devices (computers, laptops, tablets, mobile phones, etc.) used by the Insured for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting Data .

32	Phishing	the attempt to obtain sensitive information such as usernames, passwords, and credit card details (and sometimes, indirectly, money), often for malicious reasons, by masquerading as a trustworthy entity in an electronic communication (including vishing, pharming and smishing). Smishing and Vishing with the same purpose as of the definition of Phishing shall be covered.
33	Policyholder/ Proposer	The name stated in the Policy Schedule/Certificate.
34	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.
35	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 .
36	Software	any digital standard, customized or individual developed program, or application held or run by a personal device that comprises a set of instructions that are capable, when incorporated in a machine readable medium, of causing a machine with information processing capabilities to indicate, perform or achieve a particular function, task or result.
37	Sum Insured	means Our maximum liability that We shall pay during the Period of Insurance . It is as per following basis as opted by Insured and mentioned in the Policy Schedule/Certificate: <ul style="list-style-type: none"> • Per Section Basis: the amount shown against each section • Floater Basis: the amount shown against Floater Sum Insured which is applicable to all sections
37	Theft of Funds	any unauthorized electronic/physical transfer of money, assets or any other funds.
38	Third Party	any person or legal entity other than the Insured as stated in the Policy Schedule/Certificate and his family members.
39	Third Party Claim	any written demand or assertion for compensation or damages by a third party against You .
40	We/Us/Our/ Insurer	HDFC ERGO General Insurance Company Limited
41	You/Your/ Yourself/Insured	an individual who is named in the Policy Schedule/Certificate.
42	Your personal devices	any personal devices owned, leased or licensed, and directly controlled by You .

C. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

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

1. **Any Event** or circumstances which were known to **You** prior to inception of this policy that could reasonably lead to an **Insured Event** under this **Policy**.

2. Any action or omission of **You** or any misbehavior of **You** which is intentional, malicious, dishonest, deliberate or reckless.

3. Any action or omission in **Your** capacity as employee or self-employed person as well as any professional or business activity.

4. Loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property.

5. Investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities.

6. Bodily injury, psychological harm (save that this exclusion shall not apply to anxiety or mental stress as set forth in **Section 2 - Identity Theft and Section 5 - Cyber Bullying, Cyber Stalking and Loss of Reputation**), trauma, illness or death.

7. Misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to **Section 9 – Social Media and Media Liability**. However, theft, infringement, misuse or abuse of patents will always remain excluded.

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

9. Any Contractual liability.

10. Any costs of betterment of **Your personal devices** beyond the state existing prior to the **Insured Event**, unless unavoidable.

11. 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.

12. Gambling online and or otherwise.

13. Any Director and Officer Liability or any professional liability.

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

15. Losses sustained by **You** resulting directly or indirectly from any fraudulent or dishonest acts committed by **Your** employee or **family**, acting alone or in collusion with others.

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

D. ENDORSEMENT

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

E. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

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

1. Representation and Warranty

In issuing this policy **We** have relied upon **Your** statements, representations and information as being true and accurate. If **Your** statements, representations or information contain misrepresentations which were made with the actual intent to deceive and which materially affect **Our** acceptance of the risk or the hazard assumed, **We** shall not be liable for a loss or claim based upon, arising from, or in consequence of, any such misrepresentation.

2. Changes in Your circumstances

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

3. Taking Reasonable Precautions

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

time to time by **Us**, **Your** Bank, Social Networks, other service providers or **software** manufacturers, as well as relevant authorities such as the police, CERT-IN and RBI.

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

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

4. Fraud

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

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

We will not pay the claim and cover under the Policy will be forfeited and would render the policy void at **Our** sole discretion and which would result in denial of insurance benefits under this Policy. **We** also reserve the right to recover from **You** the amount of any claim **We** have already paid under the Policy.

5. Cancellation

This Policy will terminate at the expiration of the period for which premium has been paid or on the expiration date shown in the Policy Schedule/ Certificate.

You may cancel this Policy at any time by sending fifteen (15) days notice in writing to **Us** or by returning

the Policy and stating when thereafter cancellation is to take effect. In the event of such cancellation **We** will retain the premium for the period that this Policy has been in force and calculated in accordance with the short period rate table, provided there is no claim under this Policy during the **Period of Insurance**.

We reserve the right to cancel this Policy from inception immediately upon becoming aware of any mis-representation, mis-declaration, fraud, non-disclosure of material facts or non-cooperation by **You** or on **Your** behalf. No refund of premium shall be allowed in such cases.

Notice of cancellation will be mailed to **You** at **Your** address set forth in the Policy Schedule/Certificate, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

In case of any claim under this Policy or any of its individual coverage no refund of premium shall be allowed.

Table of Short Period Scales	
Period of Risk (Not exceeding)	% Refund of Annual Premium
1 month	85%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
For a period exceeding 9 months	0%

6. Other Insurances

In the event of an incident which results in a claim under this Policy and **You** have other insurance covering the same loss, **We** will not pay more than **Our** share, subject to the maximum limit of Cover granted under this Policy.

7. Subrogation

If any payment is made under this **policy**, **We** will

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

8. Arbitration

Any and all disputes concerning the interpretation or difference of the terms, exclusions or conditions contained herein is understood and agreed to by both the parties are subject to Indian law.

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) or the interpretation of a clause under this Policy (including the Policy Schedule/certificate and **Endorsements**), such difference shall be referred to arbitration, in accordance with the [Indian] Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for **Us** to make any payment under this Policy. Such arbitration panel shall consist of one arbitrator selected by **You**, one arbitrator selected by **Us**, and a third independent arbitrator selected by the first two arbitrators in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be governed by Indian Law and the venue of arbitration shall be within India.

(i) All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared

(ii) The cost of arbitration undertaken in accordance with this section shall be borne by the parties associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator

(iii) It is clearly agreed and understood that no reference to arbitration can be made if **We** have either not admitted or have disputed liability in respect of any claim under or in respect of this Policy

(iv) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

It is further expressly agreed and declared that if **We** shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such

disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. Claims

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

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

b. The payment of claims is dependent on **You** providing all necessary information. Upon learning of any circumstances likely to give rise to a claim, **You** must provide all relevant documents including receipts, bills and other records in support of **Your** claim.

c. **You** must make no admission or settlement and must not enter into any correspondence or exchange of communications about the claim without **Our** prior written authorization.

d. All claims are paid in Indian Rupee. If **You** suffer a loss which is in a foreign currency, the amount will be converted into Indian Rupee at cash rate of exchange published in the currency conversion website, of Reserve Bank of India or, if it has ceased to be current, a currency conversion website selected by **Us**, on the date of the loss.

e. On receipt of all required information/documents that can be considered relevant and necessary for the claim, **We** shall, within a period of 30 days offer a settlement of the claim to **You**. If, for any reasons to be recorded in writing and communicated to **You**, **We** decide to reject a claim under the policy, it shall be within a period of 30 days from the receipt of all required information/documents that are relevant and necessary for the claim.

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

***Note – We** may condone delay in claim intimation/document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond **Your** control. Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond **Your** control shall not be condoned where such claims would have otherwise been rejected even if reported in time.

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

- (a) Submission of fully completed and signed claim form
- (b) Copy of FIR lodged with Police Authorities / Cyber cell
- (c) Copies of legal notice received from any affected person/entity
- (d) Copies of summon received from any court in respect of a suit filed by an affected party/entity
- (e) Copies of invoices for expenses **You** incurred for the services of IT specialist
- (f) Copies of invoices for expenses **You** incurred in amending / rectifying **Your Personal Information**
- (g) Evidence of **Your** consultation with **Psychologist / Psychiatrist**
- (h) Evidence of unpaid wages
- (i) Copy of **Your** last drawn monthly salary
- (j) Evidence of expenses incurred by **You** in rectifying records regarding **Your** identity
- (k) Copies of correspondence with bank evidencing that bank is not reimbursing **You**
- (l) KYC documents for claim settlement when amount is above INR 1 lakh.

10. Indian Contract Act 1872

A person or any entity who is not a party to this Policy shall have no rights under the Contracts (Rights of

Third Parties) Act 2001 or any similar act, common law or any provision of law in any other jurisdiction to enforce any of its terms.

11. Premium Payment

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

12. Clerical Error

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

13. Governing Law

This Policy shall be governed by the laws of India.

14. Assignment

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

15. Sanctions/Embargoes

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

16. Territorial scope

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

17. Jurisdiction

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

18. The Proposal Form

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

19. No Third party Rights

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

20. Policy Renewal

We shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. **We** reserve the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. We, however,

shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the **Period of Insurance**.

Grievance Redressal Procedure:

- i. In case of any grievance the insured person may contact the company through:
 - Website: www.hdfcergo.com
 - Customer Service Number: 022 6234 6234 / 0120 6234 6234
 - Contact Details for Senior Citizen: 022 6242 6226 | Email id: seniorcitizen@hdfcergo.com
 - E-mail: care@hdfcergo.com

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 cgo@hdfcergo.com

For updated details of grievance officer, kindly refer the link: <https://www.hdfcergo.com/customer-voice/grievances>

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contacts us at	https://www.hdfcergo.com/customer-care/grievances Call: 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/customer-care/grievances/escalation level 1 Call: 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/customer-care/grievances/escalation level 2 Call: 022 6234 6234 / 0120 6234 6234
Contact Point for Senior Citizen	https://www.hdfcergo.com/customer-care/grievances Call: 022 6242 6226 Email id: seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customer-care/grievances/escalation level 1 Call: 022 6242 6226 Email id: seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customer-care/grievances/escalation level 2 Call: 022 6242 6226 Email id: seniorcitizen@hdfcergo.com
Write to us at	care@hdfcergo.com	grievance@hdfcergo.com	cgo@hdfcergo.com
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.	Chief Grievance Officer, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.

- ii. 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.
- iii. Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
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@cioins.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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL 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@cioins.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@cioins.co.in	Orissa.
CHANDIGARH 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@cioins.co.in	States of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI 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@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonapat and Bahudurgarh

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD 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 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam - a part of Union Territory of Puducherry.
JAIPUR 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@cioins.co.in	Rajasthan.
ERNAKULAM - Ms. 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@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands.
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@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
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 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
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@cioins.co.in	Bihar, Jharkhand.
PUNE - Shri Vinay Sah 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@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

IRDA REGULATION NO 12: This Policy is subject to regulation 12 of IRDA (Protection of Policyholder's Interests) Regulation 2017.