

E@Secure Insurance

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

Policy wording, schedule 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.

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 will provide the insurance cover detailed in the Policy to You upto the limit specified in the Schedule subject to the terms and conditions of this Policy.

INSURING CLAUSE

This Policy provides protection for You against loss or damage during the Period of Insurance which arises directly from the use of the internet and results in the occurrence of Specified Events.

In case one loss occurrence could be classified under multiple Specified Events as defined herein, this Policy will only provide protection under one Specified Event clause and the benefits stipulated therein, as per condition specified under Part F(1) General Conditions (Applicable to All Sections) of the Policy.

A. MAIN BENEFIT

Section 1: Legal Protection

If You have a legal dispute over any of the Specified Events, We will provide You the necessary legal protection against the costs of pursuing and defending legal actions maximum up to the amount of the sub limit set forth under "Legal Protection" specified on the Policy Schedule:

a) Professional Legal Advice

We will pay for the legal advice sought by You based on the laws of India

b) Legal Costs

We will cover Your legal costs to:

- Pursue or defend any legal actions against or by the Third Party;
- Remove any criminal or civil judgments wrongly entered against You; or
- Challenge the accuracy or completeness of any information in a credit report

Provided that:

1. The Specified Event occurred on the internet during the Period of Insurance;
2. Our prior written consent must be obtained before any costs are incurred (which shall not be unreasonably withheld or delayed);
3. The legal action pursued/ defended is within the jurisdiction of the Indian courts.

B. SPECIFIED EVENTS

Section 2: Damage to e-Reputation

If You suffer damage to Your personal reputation which arises directly from a Harmful Publication (whether in the form of videos, photographs or published statements) by any Third Party on the internet, We will reimburse for the costs incurred by You:

a) For the services of an IT specialist to remove and/ or Flood such Harmful Publication from the internet maximum up to the amount of the sub limit set forth under "Damage to e-Reputation" on the Policy Schedule; and

For the Face-to-face consultation with a Psychologist/ an accredited Psychiatrist for post-traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia, eating disorders or similar serious medical condition that makes consultation Deemed Necessary, maximum up to the amount of the sub limit set forth under "Psychological counselling" on the Policy schedule. Any sub limit of liability available for counselling service under this is part of, and not in addition to, the sub limit of liability set forth under limit mentioned in "Damage to e-reputation" on Policy Schedule; the payment by Us of any such sub limit of liability erodes the sub limit of liability set forth in "Damage to e-reputation" of the Policy Schedule.

Provided that:

1. This Specified Event occurred on the internet during the Period of Insurance;
2. You lodge an FIR within Seventy - two (72) hours upon discovering the Harmful Publication, giving details of the contents and specific internet sites where the Harmful Publication is published.

What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

1. Loss that occurs within the first forty – five (45) days of the inception date of this insurance cover.
2. Any non-digital media (e.g. in print), radio and television broadcast
3. Damage caused by a Journalist.
4. Any legal proceedings (pending or settled) with a Third Party prior to the commencement of this cover.

Section 3: Identity Theft

If Your Personal Information is stolen over the internet, and a Third Party knowingly and unlawfully uses it subsequently without Your express consent to obtain money, goods or services, We will provide for reimbursement of the costs / expenses that You incurred maximum up to the amount of the sub limit set forth under "Identity Theft" on the Policy Schedule for/to:

- a) amend or rectify records regarding Your true name or identity, including but not limited to:
 - To notarize affidavits for financial institutions or credit bureau agencies to restore Your Bank Accounts and credit rating;
 - To re-submit loan applications which were declined solely because the lender received incorrect credit information; and
 - Costs of telephone calls, postage and bank charges to resolve the Identity Theft.
- b) Any lost wages due to time taken off from work, not exceeding 7 days solely for the purpose of meeting with the relevant organizations and/or authorities to amend or rectify records as a result of an Identity Theft
 - If You are self - employed, lost wages will be calculated based on Your tax returns in the prior year and limited to wages lost within 12 months upon discovery of the Identity Theft.
- c) For the Face-to-face consultation with a Psychologist/ an accredited Psychiatrist for post - traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia, eating disorders or similar serious medical condition that makes consultation Deemed Necessary, maximum upto the amount of the sub limit set forth under "Psychological counselling" on the Policy schedule. Any sub-limit of liability available for counselling service under this is part of, and not in addition to, the sub limit of liability set forth under limit mentioned in "Identity Theft" on Policy Schedule; the payment by us of any such sub limit of liability erodes the sub limit of liability set forth in "Identity Theft" of the Policy Schedule.

Provided that:

1. This Specified Event occurred on the internet during the Period of Insurance;
2. You lodge an FIR detailing the Identity Theft within 72 hours upon discovery of Identity Theft by You;
3. You notify Your bank or Credit / Debit Card issuer(s) of the Identity Theft within 72 hours upon discovery of the Identity Theft by You (if applicable)
4. You provide evidence of lost wages

All losses resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single Identity Theft occurrence

What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

1. Expenses incurred (e.g. loan application fees, telephone charges etc.) six (6) months after the expiry of the cover

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Section 4: Unauthorized Online Transactions

If You suffer loss as a direct result of the fraudulent use of Your Bank Account and / or Credit/Debit Cards and /or E-Wallets by a Third Party for purchases made over the internet, We will indemnify You maximum upto the amount of the sub limit set forth under "Unauthorized Online Transaction" on the Policy Schedule for:

- Any Unauthorized Online Transactions that are charged to Your Credit/Debit Card or Bank Account or E-Wallets that are legally unrecoverable from any other sources
- Any lost wages due to time taken off from work, not exceeding 7 days solely for the purpose of meeting with the relevant organizations and authority to amend or rectify records regarding Your true name or identity as a result of the Unauthorized Online Transactions
 - If You are self-employed, lost wages will be based on Your tax returns in the prior year and limited to wages lost within 12 months upon discovery of the theft
- Costs of telephone calls, postage and bank charges to resolve the breach of payment

Provided that:

- This Specified Event occurred on the internet during the Period of Insurance;
- You lodge an FIR detailing the Unauthorized Online Transaction within 72 hours upon discovery of the breach by You;
- You notify to the issuing bank and/or Credit/Debit Card and/or E-Wallet provider within 72 hours upon discovery of the breach by You;
- You provide evidence that the bank is not reimbursing You for the fraudulent transactions;
- You provide evidence of lost wages

What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

- Reimbursement by the bank for the transaction
- Cash advances (or cash withdrawn through an ATM or Bank Account) made through Your stolen Bank Accounts and/or Credit/Debit Cards

Section 5: E-Extortion

If You suffer financial loss solely and directly as a result of Extortion Threat, We will reimburse you or pay on your behalf Extortion Loss that You incur solely and directly as result of Extortion Threat maximum up to the amount of the sub limit set forth under "E-Extortion" on the Policy Schedule

Provided that:

- This Specified Event occurred on the internet during the Period of Insurance;
- You lodge an FIR within seventy two (72) hours upon receiving the Extortion Threat;
- You shall use your best efforts at all times to ensure that knowledge regarding the existence of the insurance for Extortion Loss afforded by this policy is kept confidential, unless disclosure to law enforcement authorities is required
- You shall allow Us (or our nominated representatives) to notify the police or other responsible law enforcement authorities of any Extortion Threat

What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

- Loss that occurs within the first forty five (45) days of the inception date of this insurance cover
- Any claim or legitimate demand or even confiscation of the assets by bonafide governmental or judicial authority

Section: 6 Cyber Bullying or Harassment

If You are the victim of Cyber Bullying or Harassment by a Third Party, resulting in or possibly leading to lower self-esteem, increased suicidal ideation, and a variety of emotional responses including retaliating, being scared, frustrated, angry, and depressed as certified by a qualified Psychologist/ Psychiatrist being the direct result of Cyber Bullying or Harassment, We will reimburse You maximum up to the

amount of the sub limit set forth under " Cyber Bullying" on the Policy Schedule for:

- Face-to-face consultation with a Psychologist / an accredited Psychiatrist for post - traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia, eating disorders or similar serious medical condition that makes consultation Deemed Necessary

Provided that:

- This Specified Event occurred on the internet during the Period of Insurance;
- You lodge an FIR detailing the perpetrators or in event of victim being a minor, an FIR following a psychological consultation or a written complaint to the school authorities

In addition to the General Exclusions, We will also not pay any claim in respect of:

- Event that occurs within the first 45 (forty five) days of the inception date of this insurance cover
- Any non-digital media (e.g. in print, radio or television broadcast)
- Any act of government or authority putting You under surveillance or monitoring
- Any disciplinary act or related disciplinary action initiated by authorities against you at work place, clubs, social forums or school
- Any legal proceedings (pending or settled) with a Third Party prior to the commencement of this cover

Section: 7 Phishing & Email Spoofing

If You suffer financial loss directly due to Phishing, we will indemnify You for the Money You lost as a direct result of Phishing maximum up to the amount of sub-limit set forth under "Phishing" on the Policy Schedule. In the event, the Phishing is of the nature of Email Spoofing as defined, We will indemnify You for the Money You lost, maximum up to the amount of sub-limit set forth under "Email Spoofing" on the Policy Schedule.

Provided that:

- This Specified Event occurred on the internet during the Period of Insurance;
- You lodge an FIR detailing the loss within 72 hours upon discovery of the loss by you
- In event of Email Spoofing, the onus is on you to prove and establish that you had every reason to expect such email and You had the requirement to make payment against same

What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

- Any Illegal transactions e.g bribes, commissions or illegal gratifications
- Phishing resulting in revelation of personal information including passwords
- Any payments or charges towards lottery, unexpected bequeath of wealth, or any other similar unsolicited promises or dishonest incentives

C. LIMIT OF COVER

- Limit of Liability: Our maximum limit of liability for any one Period of Insurance is limited to the amount specified in item 3 (a) of the Policy Schedule
- Deductible: We shall be liable only in excess of the Deductible stated in Item 4 of the Policy Schedule. The Deductible shall apply to all claims resulting from one event (or a series of events) occurring at the same time or from the same originating cause.

D. POLICY DEFINITIONS

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

Sr. No	Term	Meaning
1.	Bank Account	Your Bank Account details including personal e-banking login name, passwords or Bank Account number that are issued by banks operating in India
2.	Bank Rate	Means Bank rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due

Sr. No	Term	Meaning
3.	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
4.	Cyber Bullying or Harassment	Means an aggressive, intentional act or behavior that is carried out by a group or an individual, using electronic forms of contact, repeatedly and over time against a victim who cannot easily defend himself or herself. Cyber bullying or harassment includes any of the following but not limited to: posting rumors about a person, sexual remarks, threats to disclose victims' personal information, or pejorative labels, internet trolling and cyber stalking.
5.	Computer System	Means Your electronic data storage or computing devices including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain Computer Programmes, electronic instructions, input Data and output Data, that performs logic, arithmetic, Data storage and retrieval, communication control and other functions. Computer System shall include all kinds of digital devices including but is not limited to mobile phones, laptops, personal computers.
6.	Endorsement	An authorized amendment to this Policy.
7.	Extortion Loss	means any: (i) monies paid by You with our prior written consent to prevent or end an Extortion Threat; or (ii) Professional Fees for independent advisors to conduct an investigation to determine the cause of an Extortion Threat
8.	Email Spoofing	means forgery of an email header so that expected and awaited message appears to have originated from a legitimate source, instead was sent by someone from somewhere other than the actual legitimate and/or trusted source
9.	Extortion Threat	means any threat or connected series of threats, for the purpose of demanding monies, communicated to You to prevent or end a Security Threat
10.	Flooding; Flood	The process of creating various e-contents (on blog posts, social networking profiles etc) to roll back the harmful information in major search engines such as Google, Yahoo, MSN.
11.	Harmful Publication	Published information on the internet (including forums, blog postings, social media and any other website) that undermines your reputation such that the information is: (a) Defamatory: an allegation of a fact that is false and injurious; (b) Insulting: an offensive expression of contempt or invectiveness; or Unlawful disclosure of one's private life
12.	Journalist	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
13.	Money	Any circulating medium of exchange, including but not limited to 1. coins & paper money, 2. gold, silver, or other metal in pieces of convenient form stamped by public authority and issued as a medium of exchange and measure of value Any article or substance used as a medium of exchange, measure of wealth, or means of payment, such as cheques on demand or demand drafts
14.	Deemed Necessary	Means Psychiatric services needed to prevent, diagnose, or treat a psychological illness, injury, condition, disease, or its symptoms and that meet accepted standards of psychiatry
15.	Occupation	Your full-time or part-time gainful employment or any other work for pay or profit

Sr. No	Term	Meaning
16.	Period of Insurance	The period of cover as stated in item 2 as shown in the Policy Schedule
17.	Personal Information	Your private details (including any online authentication information) relating to Your identity that will allow You to be identified, such as: ▪ Full name ▪ Passport number ▪ Aadhaar ID number ▪ Mailing and/or home address ▪ Driving license number ▪ Telephone number(s) registered under your name ▪ Online login ID and password ▪ Credit/Debit Card number ▪ Bank Account number
18.	Policyholder	The name stated in item 1(a) of the Policy Schedule
19.	Phishing	Fraudulent website or email, purporting to be from reputable companies or institutions in order to induce individuals to reveal personal information, such as usernames, passwords and credit card numbers and internet banking details
20.	Specified Event	An occurrence of one or more of these covered events which arises out of the use of the internet and that is attributed to the conduct of a Third Party and is not due to Your fault: a) Damage to E-reputation b) Identity Theft c) Unauthorized Online Transactions d) E-Extortion e) Cyber Bullying f) Phishing and E-mail Spoofing
21.	Security Threat	means any threat conveyed over internet to demand money or goods or services from you by threatening to inflict harm to your person, your reputation, or Your property by making public, Your Personal Information/ data stored in your Computer System while still in your physical possession and custody or by denying You the access to data or information in such Computer Systems
22.	Third Party	Any person or entity who deals at arm's length with you and which neither controls nor is controlled by You. Third Party shall not be: a) Any person covered under this Policy; or b) Any person or entity who is in an employer-employee relationship with you; or c) Any member of Your Family (regardless residing with you or not) and/or their authorized representatives.
23.	We/Us/Our/Insurer	HDFC ERGO General Insurance Company Limited
24.	You/Your/Yourself/Insured	The name stated in item 1(b) of the Policy Schedule

E. MAJOR EXCLUSIONS

This Policy does not cover claims directly or indirectly caused by or arising from:

- Your failure to take due care and precaution to safe guard Your Personal Information, Bank Accounts and/or Credit/Debit Cards information and internet communication.
- Deliberate, fraudulent, Illegal or malicious acts or failure to act by You or intentional or knowing violation of any duty, obligation, contract, law or regulation by You.
- Facts or circumstances existing prior to the commencement of this cover, which You knew or ought to have reasonably known to be facts or circumstances likely to give rise to a claim.
- Your business activities (including but not limited to e-trading and blogging where You receive remuneration or benefits in any form), Occupation or political affiliations.
- Loss that You have directly or indirectly and intentionally created or endorsed

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- by You.
6. Any unexplained loss or mysterious disappearance.
 7. Any loss or damage caused by the order of any government authority.
 8. Consequential loss or damage of any kind including loss suffered by any Third Party.
 9. Any claim in connection with the ownership, driving or use of a motor vehicle.
 10. Fees and costs incurred before acceptance of a claim.
 11. Any claims made in connection: failure or interruption, caused by whatsoever reason, of access to a Third Party infrastructure or service provider, including telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers.
 12. Losses arising from the theft, disappearance, loss of value or inaccessibility of any cryptocurrency"
 13. Any claim reported to Us more than six (6) months after the occurrence of the Specified Event.
 14. Any damage to or destruction of any tangible property, including loss of use thereof.
 15. Any liability under any contract, agreement, guarantee or warranty assumed or accepted by except to the extent that such liability would have attached to You in the absence of such contract, agreement, guarantee or warranty.
 16. Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property.
 17. War, Terrorism, looting and Governmental Acts.
 18. Any losses or liabilities connected with any inherent product defect/wear and tear or any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal Funds, currencies, foreign exchange, and the like.
 19. Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wire tapping, audio or video recordings or telephone marketing.

F. 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. Triggering Multiple Specified Event

Where one loss occurrence triggering multiple Specified Events, in such case Specified Events having highest sub limit will be payable

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.

4. Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You:

- Make a claim under the Policy knowing the claim to be false or fraudulently inflated;

- Cause any loss or damage by Your willful act or with Your knowledge;
- Send Us a document to support a claim knowing the document to be forged or false in anyway; or
- Make a statement to support a claim knowing the statement to be false in anyway,

We will not pay the claim and all 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.

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 misrepresentation, 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 item 1(b) of the Policy Schedule, 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)	Annual Premium Rate (%)
1 month	15% of the Annual rate
2 months	30% of the Annual rate
3 months	40% of the Annual rate
4 months	50% of the Annual rate
5 months	60% of the Annual rate
6 months	70% of the Annual rate
7 months	75% of the Annual rate
8 months	80% of the Annual rate
9 months	85% of the Annual rate
For a period exceeding 9 months	The full Annual rate

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

We shall at any time be entitled to take proceedings in Your name (at Our expense) to recover, for our benefit, the amount of any payment made by Us under this Policy and in which case, You must cooperate fully with Us in this respect and must not do anything to prejudice Our rights

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 Schedule 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

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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 a Specified Event, you must give written notice to Us along with duly filled claim form at the address set forth in item 7 of the Policy Schedule with full details thereof, within 7 days after such claim is first made. Such notice shall be effective on the date of receipt by Us at such address

- It is the duty of the Insured 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.
- The payment of claims is dependent on Your 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
- 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
- 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
- On receipt of all required information/documents that can be considered relevant and necessary for the claim, We shall, with in 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
- In the event the claim is not settled within 30 days as stipulated above, We shall be liable to pay interest at a rate, which is 2% above the Bank Rate from the date of receipt of last relevant and necessary document from You by us till the date of actual payment

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 the control of the Insured.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the Insured 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 a Specified 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

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 legally permissible by the law of this policy and the jurisdiction in which the payment is to be made and subject to all terms and conditions of this policy, this policy shall apply to any Loss incurred or claims made in India, unless otherwise stated in the schedule

17. Jurisdiction

Subject to the provisions of Clause 9, 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 reserves 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

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Center
1800 2 700 700 (Toll free helpline) (accessible from any Mobile and Landline within India)
- 1800 226 226 (accessible from any MTNL and BSNL Lines)
- Emails: grievance@hdfcergo.com
- Designated Grievance Officer in each branch
- Company Website: www.hdfcergo.com
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

**The Complaint & Grievance Cell,
HDFC ERGO General Insurance Company Ltd.
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West), MUMBAI - 400 078.**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address:

To The Principal Grievance Officer
HDFC ERGO General Insurance Company Ltd.
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West), MUMBAI - 400 078.
e-mail: principalgrievanceofficer@hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer our website "www.hdfcergo.com"
<https://www.hdfcergo.com/customer-care/grievances.html> for detailed grievance redressed procedure.

Names of Ombudsman and Addresses of Ombudsmen Centres
Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C. U. Shah College, Ashram Road, AHMEDABAD - 380 014. Tel.: 079 - 27545441 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in
Office of the Insurance Ombudsman - Shri. B. N. Mishra 62, Forest Park, BHUBANESHWAR - 751 009. Tel.: 0674 - 2596455 / 2596003 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
Office of the Insurance Ombudsman - Shri. Virander Kumar Fatima Akhtar Court, 4 th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in
Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5 th Floor, Near Panbazar Overbridge, S. S. Road, GUWAHATI - 781 001 (ASSAM). Tel.: 0361 - 2132204 / 5 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in
Office of the Insurance Ombudsman - Shri. Rajkumar Srivastava 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.) - 462 003. Tel.: 0755 - 2769201 / 9202 Fax : 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in
Office of the Insurance Ombudsman - Shri. Manik Sonawane S.C.O. No.101-103, 2 nd Floor, Batra Building, Sector 17 - D, CHANDIGARH - 160 017. Tel.: 0172 - 2706468 / 2705861 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in
Office of the Insurance Ombudsman - Smt. Sandhya Baliga 2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI - 110 002. Tel.: 011 - 23237539 / 23232481 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in
Office of the Insurance Ombudsman - Shri. G. Rajeswara Rao 6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD - 500 004. Tel : 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman - Shri. K. Vijaya Kumar 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in
Office of the Insurance Ombudsman - Shri. N. P. Bhagat Jeevan Bhawan, Phase - 2, 6 th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW - 226 001. Tel : 0522 - 2231331 / 2231330 Fax : 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in
Office of the Insurance Ombudsman - Shri. A. K. Jain Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, JAIPUR - 302 005 Tel : 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in
Office of the Insurance Ombudsman - Shri. M. Parshad 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1 st Phase, BENGALURU - 560 025. Tel No: 080 - 22222049 / 22222048 Email: bimalokpal.bengaluru@gbic.co.in

Office of the Insurance Ombudsman - Shri. K. E. Saha Hindustan Building, Annexe, 4 th Floor, C. R. Avenue, KOLKATA - 700 072. Tel : 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in
Office of the Insurance Ombudsman - Shri. A. K. Dasgupta 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI - 400 054. Tel : 022 - 26106928 / 26106552 Fax : 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in
Office of the Insurance Ombudsman - Shri. A. K. Sahoo 2nd Floor, Jeevan Darshan, N. C. Kelkar Road, Narayanpet, PUNE - 411 030. Tel: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman - Shri. Ajesh Kumar Bhagwan Sahai Palace, 4 th Floor, Main Road, Naya Bans, Sector 15, Dist. Gautam Buddh Nagar, NOIDA (U.P) - 201 301. Tel.: 0120 - 2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in
Office of the Insurance Ombudsman - Shri. Sadasiv Mishra 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA - 800 006. Email: bimalokpal.patna@gbic.co.in
OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL Smt. Ramma Bhasin, Secretary General, Shri Y.R. Raigar, Secretary, 3 rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), MUMBAI - 400 054 Tel : 022 - 26106889 / 6671 Fax : 022 - 26106949 Email- inscoun@gbic.co.in

ENDORSEMENT: 1

Forming Part of the Policy Number:

Issued at Mumbai

Insured's Family

It is hereby agreed that the Policy is amended to provide coverage pursuant to the terms and conditions set forth below:

- It is agreed, that Insuring Clause is deleted in their entirety and replaced with the following:

This Policy provides protection for You and Your Family against loss or damage during the Period of Insurance which arises directly from the use of the internet and results in the occurrence of one or more Specified Events.

In case one loss occurrence could be classified under multiple Specified Events as defined herein, this Policy will only provide protection under one Specified Event clause and the benefits stipulated therein, as per condition specified under Part F(1) General Conditions (Applicable to All Sections) of the Policy.

- For the purpose of this Endorsement only, Part D, Policy Definitions is modified and amended to add the following :

Family	The legal spouse and/or dependent child(ren) maximum up to four (4) family members
You / Your	The name stated in item 1(b) of the Policy Schedule and his/her Family covered under this Policy.

- For the purpose of this Endorsement only, Part F, General Conditions (Applicable to All Section) is modified and amended to add the following:

() Multiple Insured

If two or more people are covered in Your Policy, each of them is responsible both individually and jointly for:

- (i) the completeness and accuracy of information in all statements, claims or documents given by anyone of them to Us; and
- (ii) observing the conditions of the Policy.

- For the purpose of this Endorsement only, Item 3(d) "Psychological counseling", mentioned on the Policy Schedule is deleted in their entirety and replaced with the following:

(d) Psychological counseling

Sub Limit: 10% of Limit of Liability or 25 hours whichever is less

Subject otherwise to the terms, conditions and exclusions of this Policy.

Authorized Representative:

ENDORSEMENT:2
Forming Part of the Policy Number:

Issued at Mumbai

Protection of Digital Asset from Malware

It is hereby agreed, that in consideration of payment additional premium @ 10% of the total payable premium the Policy is amended to provide coverage not exceeding 10% of limit of liability pursuant to the terms and conditions set forth below:

- It is agreed, that the Part B, Specified Events is modified and amended to add the following

Section: 8 Protection of digital assets:

If You suffer loss due to corruption or destruction of Digital Assets caused by the Security Event, We will reimburse You for Digital Assets Replacement Expenses incurred by You in restoring the Digital Assets, maximum up to the amount of the sub limit set forth under "Digital Assets Replacement Expenses" on the Policy Schedule.

Provided that:

- Such Security Event first occurred during the Period of Insurance.

- For the purpose of this Endorsement only, Part D, Policy Definitions is modified and amended to add the following :

Digital Assets Replacement Expenses	The Digital assets replacement expenses means the reasonable and necessary expenses that You incur to replace, restore or recollect digital assets from written records or partially or fully matching electronic data due to their corruption or destruction from a Security event Digital Assets replacement expenses does not include <ol style="list-style-type: none"> any expenses incurred to update replace restore or recollect digital assets to the level which existed prior to the loss any expenses incurred to identify or remediate software programme errors or vulnerabilities OR costs to update, replace upgrade, restore, maintain or improve any computer system Any expenses to research and develop the digital assets Any consequential loss or damages
Digital Assets	Digital assets mean electronic data software audio files and image files stored in Your computer systems. Digital assets do not include account, bills, evidences of debts, money valuable papers, records, abstracts, deeds, manuscripts or other documents except if they are converted to electronic data and then only in that form. Digital assets do not include crypto currency.
Security event	Security event means an introduction of Malware into Your computer system that results in alteration, corruption or destruction of digital assets
Malware	Malware, or malicious software, is any program or file that is harmful to a computer system. Malware includes computer viruses, worms, Trojan horses and spyware.

- For the purpose of this Endorsement only, Item 3, Policy Schedule is modified and amended to add the following:

(k) Digital Assets replacement expenses
Sub Limit: 10% of Limit of Liability

Subject otherwise to the terms, conditions and exclusions of this Policy.

Authorized Representative: