

CYBER PROTECT GROUP INSURANCE POLICY

- POLICY WORDING -

CYBER PROTECT GROUP INSURANCE POLICY**A. PREAMBLE:**

The **Group Policyholder** (the organization/legal entity named in the **Group Policy Schedule**) has submitted a **Proposal Form** for this **Group Policy** to the **Insurer** which along with any **Member Enrolment Forms** submitted in respect of the **Insureds**, collectively forms the basis of the **Insured's** risk written under this **Group Policy**.

The **Insured** has paid/agreed to pay in full on or before the **Risk Inception Date** specified in the **Certificate of Insurance**, the premium specified in the **Group Policy Schedule** in respect of that Insured.

The **Insurer** agrees, subject always to the following terms, conditions, exclusions, and **Endorsements**, if any, and in consideration of the premium received, to indemnify the **Insured** in excess of the amount of the **Deductible** and subject always to the **Limit of Liability** and applicable sub-limits specified against each Insuring Clause in the **Certificate of Insurance**, against such **Loss**, as is herein provided and that is necessarily and actually incurred by the **Insured** during the **Period of Insurance**.

B. INSURING CLAUSE:

The **Certificate of Insurance** read with the **Group Policy** applies only to claims arising from any of the following Insuring Clauses and which is **Discovered** by **You** or made against **You** by a **Third Party** during the **Period of Insurance** and reported to the **Insurer** during the **Period of Insurance** or the **Discovery Period** (as applicable and specifically mentioned in any Insuring Clause) and in accordance with the provisions of the **Certificate of Insurance** read with the **Group Policy**.

The **Certificate of Insurance** issued to the **Insured** shall specify which of the following Insuring Clauses are in force and available for the **Insured** during the **Period of Insurance**. The liability of the **Insurer** under any Insuring Clause shall in no case exceed the **Limit of Liability**, or any applicable sub-limits stated against each Insuring Clause or item in the **Certificate of Insurance**.

Insuring Clause 1. Identity Theft Cover

The **Insurer** shall indemnify the **Insured** for one or more of the following, if it results directly from an **Identity Theft** of the **Insured** caused due to a **Cyber Attack**:

- a. Reasonable **Identity Theft Costs**.
- b. **Lost Wages**.
- c. Reasonable **Defence Costs** incurred as a result of any **Claim** made by a **Third Party** for legal liability.
- d. Reasonable **Defence Costs** incurred by the **Insured** for prosecution of a **Third Party** in a criminal case under any applicable law prevalent in India for the **Identity Theft** against the **Insured**.

The following is a condition precedent to the **Insurer's** liability under a), b), c) and d) above of this Insuring Clause:

- a. The **Identity Theft** must be **Discovered** during the **Period of Insurance**.
- b. **You** report to **Us** and the police or other relevant law enforcement authorities within 72 hours of **Discovery** of the **Identity Theft**.

- c. **You** provide a confirmation from **Your** employer that the **Lost Wages** have not been and will not be paid to the **Insured** separately.

Insuring Clause 2. IT Theft/ Theft of Funds/ Financial Loss Cover

The **Insurer** shall indemnify the **Insured** for the following:

- a. Any **Direct and Pure Financial Loss** sustained by the **Insured**, as a result of one or more of the following events:
 - i) A theft of **Funds** due to an **Unauthorized Transaction** .
 - ii) The **Insured** being an innocent victim of an act of **Phishing/ Hacking/ Vishing/Smishing/SIM Jacking** by a **Third Party**.
- b. Reasonable **Defence Costs** incurred by the **Insured** for prosecution of a **Third Party** in a criminal case under any applicable law prevalent in India for **Unauthorized transaction/ IT Theft/ Phishing/ Hacking/Vishing/Smishing/ SIM Jacking** against the **Insured**.
- c. Reasonable **Defence Costs** incurred by the **Insured** for a claim for **Damages** lodged by the **Insured** against a **Financial Institution** and/ or **Payment System Operators** authorized by the Reserve Bank of India under the Payment and Settlement Systems Act, 2007 for **Direct and Pure Financial Loss** of the **Insured** as covered under this Insuring Clause provided the **Financial Institution** and/or **Payment System Operators** has acknowledged in writing to the **Insured** the receipt of information of such a **Direct and Pure Financial Loss**.

The following is a condition precedent to the **Insurer**'s liability under a), b) and c) above of this Insuring Clause:

1. The insured event being **Discovered** during the **Period of Insurance**.
2. **You** report to **Us** and the issuing bank/debit or credit card issuer or the **Mobile Wallet** company within 72 hours upon **Discovery** of such insured event.
3. **You** lodge a First Information Report (FIR) with the police detailing the insured event within 72 hours upon **Discovery** of such insured event, if the claim amount exceeds Rs.5000. For claim amounts lesser than Rs.5000, an e-complaint may be lodged at the National Cyber Crime Reporting Portal or equivalent portal as applicable from time to time.
4. **You** are required to provide evidence that the issuing bank/debit or credit card issuer and/or the **Mobile Wallet** company has not reimbursed and/or shall not be reimbursing **You** for such fraudulent transaction.

In case of an insured event occurring while **You** are travelling outside of India, the following additional conditions shall be applicable:

- o The FIR and/or a police acknowledgement receipt confirming the occurrence of such insured event and **Direct and Pure Financial Loss** should be made within 5 days of **Your** first arrival into India.
- o A copy of passport evidencing the dates of travel must be submitted to **Us**.
- o Travel duration should not exceed 2 months for a single trip outside of India (i.e., last departure from India to be not more than 2 months from latest date of arrival into India).

Specific Exclusions – The **Insurer** shall not be liable to make any payment for any claim under this Insuring Clause, directly or indirectly, caused by, based upon, arising out of, or in any way attributable to any of the following:

- a) There was deliberate, criminal, fraudulent, dishonest or malicious act or omission by **You** in taking precautions to safeguard **Your** personal information, bank accounts and/or credit cards /debit cards and/or **Mobile Wallets** and internet communication, PIN, Passwords etc. and such deliberate, criminal, fraudulent, dishonest or malicious act or omission directly leads to the **Direct and Pure Financial Loss**;
- b) Sharing of **Your** sensitive account information, logins, OTPs, PIN/TAN, passwords etc. with any **Third Party**;
- c) Any **Direct and Pure Financial Loss** due to a physical loss or theft of the **Insured's Computer System**;
- d) Any **Direct and Pure Financial Loss** following a physical loss or theft of credit cards /debit cards of the **Insured**;
- e) Any **Loss of Non-Fiat Currencies** including but not limited to cryptocurrencies such as bitcoin.

Insuring Clause 3. Cyberbullying Cover

The **Insurer** shall indemnify the **Insured** for one or more of the following, if it results directly from **Cyberbullying** of the **Insured**:

- a. Applicable **Crisis Management Costs**.
- b. **Lost Wages**.
- c. Reasonable **Defence Costs** incurred by the **Insured** for prosecution of a **Third Party** in a criminal case under any applicable law prevalent in India for committing **Cyberbullying** against the **Insured**.

The following is a condition precedent to the **Insurer's** liability under a), b) and c) above of this Insuring Clause:

- a. **Cyberbullying** first committed and **Discovered** during the **Period of Insurance** and reported to **Us** and police or other relevant law enforcement authorities within 72 hours of **Discovery** of such incident.

Insuring Clause 4. E-mail Spoofing Cover

The **Insurer** shall indemnify the **Insured** for one or more of the following:

- a. **Direct and Pure Financial Loss** sustained by the **Insured** by being an innocent victim of an act of **E-mail Spoofing** by a **Third Party**.
- b. Reasonable **Defence Costs** incurred by the **Insured** for prosecution of a **Third Party** in a criminal case under any applicable law prevalent in India for committing the **Direct and Pure Financial Loss** through **E-mail Spoofing** against the **Insured**.

The following is a condition precedent to the **Insurer's** liability under a) and b) above of this Insuring Clause:

- a. **E-mail Spoofing Discovered** during the **Period of Insurance** and reported to **Us** and police or other relevant law enforcement authorities within 72 hours of the **Discovery**.

Specific Exclusions – The **Insurer** shall not be liable to make any payment for any claim under this Insuring Clause, directly or indirectly, caused by, based upon, arising out of, or in any way attributable to any of the following:

- a. Any payments or charges towards lottery, unexpected bequeath of wealth, bribes, illegal gratifications or any other similar unsolicited promises or dishonest incentives.

Insuring Clause 5. Malware Cover

The **Insurer** shall indemnify the **Insured** for one or more of the following:

- a. Reasonable and necessary **Restoration Cost** and/or cost to decontaminate or clean the **Insured's Computer System** due to damage caused by **Malware** which has resulted in information stored in the **Insured's Computer System** being damaged or altered or disrupted or misused.;
- b. Reasonable **Defence Costs** incurred as a result of any **Claim** by a **Third Party** for legal liability that directly results from the **Damage** caused by entry of **Malware** into the **Insured's Computer System**.

The following is a condition precedent to the **Insurer's** liability under a) and b) above of this Insuring Clause:

1. Damage caused by the **Malware Discovered** during the **Period of Insurance** and reported to **Us** within 72 hours of **Discovery** of such incident.

Specific Exclusions –The **Insurer** shall not be liable to make any payment for any claim under this Insuring Clause, directly or indirectly, caused by, based upon, arising out of, or in any way attributable to any of the following:

1. **Loss or Damage** resulting from **Malware** arising due to or received from disputable websites such as pornographic websites or dark web access or websites hosting illegal content.
2. **Loss or Damage** resulting from **Malware** received from accessing applications or websites that are banned for access in India as per notification of any government authority.

Insuring Clause 6. Media Liability Claims Cover

The **Insurer** shall indemnify the **Insured** for one or more of the following, if a **Claim** is made against the **Insured** by a **Third Party** during the **Period of Insurance**, for any unintentional **Media Wrongful Act**:

- a. Any **Damages**, arising from such **Claim** made by a **Third Party** .
- b. Reasonable **Defence Costs** incurred by the **Insured**, arising from the **Claim** made by a **Third Party**.

Insuring Clause 7. Cyber Extortion Cover

The **Insurer** shall indemnify the **Insured** for one or more of the following:

- a. **Cyber Extortion Loss** that the **Insured** incurs solely and directly as a result of a **Cyber Extortion Threat**.
- b. Reasonable **Defence Costs** incurred by the **Insured** for prosecution of a **Third Party** in a criminal case under any applicable law prevalent in India for committing **Cyber Extortion Threat** against the **Insured**.

The following is a condition precedent to the **Insurer's** liability under a) and b) above of this Insuring Clause:

- i. The **Cyber Extortion Threat** is **Discovered** during the **Period of Insurance** and reported to **Us** and the police or other relevant law enforcement authorities within 72 hours of the **Discovery**.
- ii. **You** shall keep the terms and conditions of this Cyber Extortion Cover confidential, unless disclosure to law enforcement authorities is required.
- iii. **You** shall take all reasonable steps to notify and cooperate with the appropriate law enforcement authorities.
- iv. **You** shall take all reasonable steps (including the involvement of a specialist IT service or security consultant with the **Insurer's** prior written consent), to effectively mitigate the **Cyber Extortion Loss**.

Insuring Clause 8. Privacy and Data Breach First Party Cover

The **Insurer** shall indemnify the **Insured** for reasonable **Defence Costs** incurred for a civil or criminal action by the **Insured** against a **Third Party** for **Privacy and Data Breach** in relation to or affecting the **Insured's** **Confidential Information and/or Personal Data**, provided the **Third Party** has communicated in writing to the **Insured** or has acknowledged publicly by electronic or print media about the occurrence of such **Privacy and Data Breach**.

Insuring Clause 9. Privacy and Data Breach (of Third Party) Liability Cover

The **Insurer** shall indemnify the **Insured** for reasonable **Defence Costs** and **Damages** incurred by the **Insured** as a result of a **Claim** made by a **Third Party** against the **Insured** for any unintentional **Privacy and Data Breach** relating to **Confidential Information or Personal Data** of the **Third Party**.

This coverage is subject to sub-limits as specified in the **Certificate of Insurance**.

Insuring Clause 10. Counselling Services

The **Insurer** will pay to or on behalf of the **Insured**, all reasonable fees, costs and expenses of an accredited psychiatrist, psychologist or counsellor chosen by the **Insured** at his/her own discretion with the prior written consent of the **Insurer**, not to be unreasonably withheld or delayed, to treat the **Insured** for stress, anxiety or such similar medical conditions resulting from any of the above Insuring Clauses 1 – 9 and/or Endorsements.

This coverage is subject to overall **Limit of Liability** and the sub-limit of the respective Insuring Clause under which the claim has been lodged, as specified in the **Certificate of Insurance**.

Insuring Clause 11. IT Consultant Services Cover

The **Insurer** shall pay to or on behalf of an **Insured**, the **IT Consultant Costs** incurred by the **Insured** in order to determine the amount and the extent of a **Loss**.

This coverage is subject to overall **Limit of Liability** and the sub-limit of the respective Insuring Clause under which the claim has been lodged, as specified in the **Certificate of Insurance**.

C. DEFINITIONS:

Unless otherwise more specifically defined in respective sections, the words in bold and initial capital letters shall have the following meaning in the **Certificate of Insurance** read with the **Group Policy** -

Certificate of Insurance means the document issued by the **Insurer** to the **Insured** under the terms and conditions of the **Group Policy** confirming the **Insured's** cover under the **Group Policy**. Provided however if there is any contradiction between what is stated in the wordings attached to the **Certificate of Insurance** and the **Group Policy**, then these **Group Policy** wordings shall prevail.

Claim means any written demand, suit or civil legal proceeding. A **Claim** shall be deemed to be first made or commenced when the **Insured** first becomes aware of it.

Computer means any electronic magnetic, optical or other high-speed **Data** processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a **Computer System** or computer network. For avoidance of doubt, **Computer** shall include all kinds of digital devices (computers, laptops, tablets, mobile phones, etc.).

Computer Programs means a collection of instructions that describe a task, or set of tasks, to be carried out by a **Computer System**, including application software, operating systems, firmware and compilers.

Computer System means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain **Computer Programs**, electronic instructions, input **Data** and output **Data**, that performs logic, arithmetic, **Data** storage and retrieval, communication control and other functions; For avoidance of doubt, **Computer System** shall include all kinds of digital devices (such as **Computers**, laptops, tablets, mobile phones, etc.).

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

Cyber Attack means an unauthorized intrusion into the **Insured's Computer System** which results in the transmission of unauthorised **Data** to the **Insured's Computer System**, or from the **Insured's Computer System** to a **Third Party's Computer System** that is designed to modify, alter, damage, destroy, delete, record or transmit information without authorisation, including **Data** that is self-replicating or self-propagating, or is designed to contaminate other **Computer Programmes** or legitimate **Computer Data**, consume **Computer** resources or in some fashion usurp the normal operation of a **Computer System**.

Cyberbullying means any acts of

- a) harassment (including foster personal interaction repeatedly despite a clear indication of disinterest)
- b) intimidation,
- c) defamation of character,
- d) invasion of privacy (including monitoring the use of the internet, email or any other form of electronic communication); or
- e) threats of violence

committed against **You** over the internet, which result in

- i) wrongful termination of employment;

- ii) false arrest;
- iii) wrongful discipline by a school or college; or
- iv) debilitating shock, mental anguish, or mental injury, as diagnosed by a licensed physician or psychologist, that makes medical consultation necessary.

Crisis Management Costs means reasonable fees, costs and expenses paid, with **Our** prior written consent for

- i) Costs for a specialist IT service provider for the purpose of seeking the removal of the online material which is relevant to **Cyberbullying**.
- ii) Reasonable and necessary costs and expenses for an expert appointed in consultation with **Us** to manage and restore **Your** reputation.
- iii) Face-to-face consultation with a psychologist if **You** are referred by an attending physician for post-traumatic stress disorder, depression, anxiety, debilitating shock, mental anguish, or mental injury and any such similar diagnosis. Related rest and recuperation expenses, as prescribed by a physician or psychologist.
- iv) Reasonable expenses for a necessary relocation of educational institution and for necessary appointment of a temporary private tutor due to a significant and ongoing **Cyberbullying**, provided that the relocation was recommended by an expert or relevant authorities.

Cyber Extortion Loss means:

- a) Reasonable and necessary fees, costs and expenses including fees for specialist IT service or security consultant incurred by or on behalf of the **Insured** with the prior written consent of the **Insurer** to determine the cause of and resolve a **Cyber Extortion Threat**;
- b) Monies payable by the **Insured** with the prior written consent of the **Insurer** in order to resolve or terminate a **Cyber Extortion Threat**.

Cyber Extortion Threat means threat by an extortionist to cause harm or damage to **Insured's Data** on **Insured's Computer System** in order to extract an extortion ransom by use of coercion.

Cyber Terrorism means the politically motivated use of **Computers** and information technology to cause severe disruption or widespread fear.

Damages means the following, incurred as a result of a **Claim**:

- i. any amounts that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments or arbitral awards rendered against an **Insured**;
- ii. monies payable by an **Insured** to a **Third Party** pursuant to a settlement agreement negotiated by the **Insured** with the prior written approval by the **Insurer**; or
- iii. civil fines and penalties, punitive or exemplary damages where insurable by the law of this **Group Policy** and the jurisdiction in which the payment is to be made.

Damages shall not include:

- i. The loss, offset or return of fees, commissions, royalties, bonuses or profits by the **Insured** or the costs to re perform any services;
- ii. The costs to comply with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- iii. The costs to design, upgrade, maintain, or improve a **Computer System** or **Computer Programme**, including correcting any deficiencies or problems;

- iv. Taxes;
- v. Compensatory costs;
- vi. Consequential loss;
- vii. Cash back/reward points.

Data means any digital information, irrespective of the way it is used, stored or displayed (such as text, figures, images, video, recordings or software).

Data Protection Legislation means any law or regulation regulating the processing of personal information, including Information Technology Act, 2000 and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 or any amendments or modifications thereof from time to time or any data protection legislation notified from time to time.

Deductible means the amount as mentioned in the **Certificate of Insurance** that the **Insurer** deducts from the covered **Loss** before effecting any claim payment under the **Group Policy**.

Defence Costs means reasonable and necessary fees, costs and expenses incurred by or on behalf of the **Insured**, with the prior written consent of the **Insurer**, in relation to the investigation, response, defence, appeal or settlement of a **Claim** made against the **Insured** or an action initiated by the **Insured** under the relevant Insuring Clause, including but not limited to any fees charged by the legal counsel and expert, if any and the costs of attachment or similar bonds (provided the **Insurer** shall have no obligation to furnish such bonds). **Defence Costs** shall not include any internal costs of the **Insured** (e.g., wages, salaries, travel expenses or other remuneration) or any amount(s) already paid by the **Insurer** (or any other insurance company pursuant to any policy(ies) of insurance)

Direct and Pure Financial Loss shall mean the loss of money belonging to the **Insured** as a consequence of the **Insured** being an innocent victim of an unauthorized electronic transfer of such money due to any insured events.

Discovered or Discovery means the first manifestation of the **Insured's** becoming aware of an event or reasonably suspecting that such event has occurred under any of the Insuring Clauses and which would cause this person to reasonably assume that a **Loss** covered under Insuring Clauses has been or is likely to be incurred, even though the exact amount or detail of the **Loss** may not be known at that time.

Discovery Period means the period commencing immediately after the expiry of the **Period of Insurance**, during which written notice may be given to the **Insurer** of a claim arising from an Insuring Clause that has occurred prior to the expiry date of the **Period of Insurance** and only where **Loss** from such Insuring Clause is not partially nor wholly covered by any other insurance policy in force after the expiry date of the **Certificate of Insurance**.

E-mail Spoofing means a forgery or a wrongful manipulation of an E-mail header so that the message appears to have originated from the actual source.

Endorsement means any endorsement to the **Certificate of Insurance** read with the **Group Policy** agreed in writing by the **Insurer** and by or on behalf of the **Insured**.

Family Members means the family of named insured member of the **Group**, which includes a legal spouse and a maximum of two children.

Financial Institution means any bank whose function or principle activities are regulated by the Indian financial regulatory bodies in the territories in which it operates.

Funds mean any cash, money currency owned by the **Insured** or held by

- a) A **Financial Institution**
- b) A **Payment System Operator**

in an electronic form on behalf of the **Insured**.

Governmental Acts means any expropriation, nationalization, confiscation, requisition, seizure or any other act by or under order of any governmental, de facto or public local authority.

Group Policy means the **Group Policy Schedule**, and any **Endorsements** attaching to or forming part thereof either on the effective date or during the **Group Policy Period**, and these policy wordings/terms and conditions under which the **Certificates of Insurance** shall be issued to the **Insured**.

Group Policyholder – means group manager/group organizer/group administrator which is the organization or legal entity named in the **Group Policy Schedule** which has taken the **Group Policy** on behalf of all **Insureds**.

Group Policy Period means the period specified in the **Group Policy Schedule** falling within the Policy Inception Date and the Policy Expiry Date of the **Group Policy**.

Group Policy Schedule means the policy schedule to this **Group Policy** and any annexure to it read with the **Endorsements**, if any, and read with the respective **Certificate of Insurance** which are forming part of the **Group Policy**.

Hacking is an unauthorized access to exploit a **Computer System** or a private network inside a **Computer System**. It is an unauthorized access to or control over computer network security systems for some illicit purpose.

Identity Theft means any fraudulent and unauthorized access to, usage, deletion or alteration of the **Insured's Personal Data** stored in the **Insured's Computer System** or otherwise available over the internet, which has resulted or could reasonably result in the wrongful use of such **Personal Data**.

Identity Theft Costs means the reasonable and necessary fees and expenses incurred by **You** with **Our** consent for

- i) Costs of re-filing rejected applications for loans, grants or other credit instruments which were rejected because the lender received incorrect credit information.
- ii) Costs of notarizing affidavits or other similar documents, for law enforcement agencies, **Financial Institutions** or similar credit grantors and credit agencies.
- iii) Telephone calls and postage in order to report the **Identity Theft** and/or amend or rectify **Your** records as to **Your** true name or identity.
- iv) Costs incurred for credit monitoring services and identity monitoring.
- v) Up to six credit reports from established credit bureaus.
- vi) Cost of re-Issuance of identity document used for the **Identity Theft**.

vii) Reasonable fees, costs and expenses of psychological assistance and treatment resulting from an **Identity Theft**.

Insured means the person named in the **Certificate of Insurance** issued by the **Insurer** who is covered under the **Certificate of Insurance**.

Insured's Computer System means a **Computer System** the **Insured** leases, owns or operates and which is securely made available or accessible to the **Insured** for the sole purpose of storing and processing the **Insured's Data** and which is not accessible for the general public.

IT Consultant shall mean an independent external information technology expert appointed by the **Insured** with prior written consent of the **Insurer**.

IT Consultant Costs means the reasonable and necessary fees and expenses incurred by the **Insured** for consulting an external **IT Consultant** in order to prove the amount and the extent of a **Loss**. **IT Consultant Cost** shall not include the costs incurred in investigating and discovering whether an Insuring Clause has operated or if any **Loss** or claim is covered under this **Group Policy** and/or the **Certificate of Insurance**.

IT Theft means any **Third Party**'s targeted cyber intrusion into the **Insured's Computer System** which results in fraudulent and unauthorized access to, deletion or alteration of **Data** contained in the **Insured's Computer System**.

Limit of Liability means the amount specified as such in the **Certificate of Insurance** which is the **Insurer's** maximum, total and cumulative liability for any and all claims arising during the **Period of Insurance** in respect of the **Insured** under the **Group Policy**. The **Certificate of Insurance** may further specify the applicable sub-limits against each Insuring Clause in the **Certificate of Insurance**, which shall be the maximum, total and cumulative liability for any and all claims arising under such Insuring Clause.

Loss as defined under various Insuring Clauses or any other amount the **Insurer** is liable to pay under the terms and conditions of the **Certificate of Insurance** read with the **Group Policy**.

Lost Wages means actual Lost Wages that would have been earned for time which the **Insured** has reasonably and necessarily taken off from work solely as a result of any insured event under any Insuring Clause. The basis of calculations for **Lost Wages** will be the daily rate of **Your** last drawn monthly salary. For self-employed person, the basis of calculations for **Lost Wages** will be the tax returns in the prior financial year.

Malware means a **Computer Programme** received through SMS, file transfer, downloaded programs from internet or any other digital means by the **Insured's Computer System** maliciously designed to infiltrate and damage **Insured's Computer System** without the **Insured's** consent.

Media Wrongful Act means any actual or alleged:

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

resulting from and as a consequence of the **Insured's Online Media Activities**.

Mobile Wallet means any online account in which **You** deposit or earn money which is denominated in Indian rupees that can be spent in an online store and/or mobile application. This does not include credit bought or earned within a game, gambling site, pornography site or a subscription purchased online or digital **Non-Fiat Currencies**.

Non-Fiat Currency means any currency which is not backed by the promise of the government and is not recognized by the Reserve Bank of India as legal tender.

Online Media Activities means any text, images, videos or sound distributed via **Your** website, social media presence, e-mail or **Computer System**.

Payment System Operator is an entity authorized by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act, 2007.

Period of Insurance means the period falling within the **Risk Inception Date** and the **Risk Expiry Date** as specified in the **Certificate of Insurance** issued to the respective **Insured** during which he/she is insured under this **Group Policy** as per the terms and conditions of the **Certificate of Insurance** read with the **Group Policy**.

Personal Data shall mean any information relating to a data subject who can be identified, directly or indirectly, by 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 Legislation**.

Phishing is the attempt to obtain sensitive information such as usernames, passwords, and credit card details (and sometimes, indirectly, money), often for malicious reasons, by masquerading as a trustworthy entity in an electronic communication.

Pollution means the discharge, dispersal, seepage, migration, release or escape of:

- a) any solid, liquid, gaseous, biological or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- b) electromagnetic energy, radiation or fields;
- c) nuclear or other radiation.

Privacy and Data Breach means 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 a **Computer System**.

Proposal Form means the written application or proposal for this **Group Policy** made by the **Group Policyholder**, including any information, documentation, or declarations provided by the **Group Policyholder** in connection with such application or proposal which shall be incorporated in and form the basis of this **Group Policy**.

Member Enrolment Form means the written application or proposal submitted by the **Insured** for the cover under the **Certificate of Insurance** under the **Group Policy**, including any information, documentation or

declarations provided by the **Insured** in connection with such application or proposal which shall be incorporated in and form the basis of the cover under the **Certificate of Insurance**.

Regulator means any official or public body with responsibility to enforce the applicable **Data Protection Legislation** in India, or any other governmental authority empowered to adjudicate the disputes/complaints, including but not limited to any Controller of Certifying Authorities, Deputy Controller of Certifying Authorities, Assistant Controller of Certifying Authorities, adjudicating officer, Cyber Appellate Tribunal, appointed or constituted under the Indian Information Technology Act, 2000 read with Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 or such other governmental authority as may be designated/appointed, from time to time.

Restoration Cost

Reasonable and necessary cost to technically restore, retrieve or reinstall **Data** or **Computer Program** damaged by entry of the **Malware** including the cost of purchasing a software license necessary to reproduce such **Data** or **Computer Programs** if so required to bring back to the position before occurrence of the incident.

Restoration Costs shall not include the following:

- i. More than two attempts at restoration of **Data** or **Insured's Computer System** per **Claim** during any one **Period of Insurance**.
- ii. Legal costs or legal expenses of any kind.
- iii. Costs that the **Insured** would have incurred anyway without the entry of **Malware**.
- iv. Costs for correction of manually incorrect input of **Data**.
- v. Any costs incurred to design, upgrade, maintain, or improve the **Insured's Computer System** or **Computer Programs**.

Risk Inception Date refers to the date from which the cover of the **Insured** under the respective **Certificate of Insurance** under the **Group Policy** commences.

Risk Expiry Date refers to the date on which the cover of the **Insured** under the respective **Certificate of Insurance** under the **Group Policy** ceases.

SIM Jacking, is the term given to a type of illegal activity when a hacker takes control of **Your** mobile phone number and assigns it to a new SIM card replaces the SIM card issued to **You** by a registered telecom service provider, without **Your** knowledge and consent.

Smishing is a portmanteau of "SMS" (short message services, better known as texting) and "**Phishing**." When cybercriminals "phish", they send fraudulent emails that seek to trick the recipient into opening a **Malware**-laden attachment or clicking on a malicious link. Smishing simply uses text messages instead of email.

Third Party means any natural or legal person except the **Insured** and **Insured's Family Members** or any person covered under the **Certificate of Insurance**.

Trade Secret means the information, including a formula, compilation, pattern, programme, device, method, process or technique that derives independent economic value, actual or potential, from not being generally known and not readily ascertainable through proper means by another person who can obtain economic advantage from its disclosure or use.

Terrorism: An act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

Unauthorized Transaction means unauthorized and fraudulent use of **Your**

- a) Bank account with banks operating in India and/or
- b) **Mobile Wallets** operating in India and/or

by a **Third Party** for transfers, purchases or withdrawals made over the internet (but not ATM), provided they are unrecoverable from any other sources.

Vishing is an attempt where fraudsters try to seek personal information like customer ID, net banking password, ATM PIN, OTP, card expiry date, CVV etc. through a phone call.

War means war, any invasion, act of foreign enemy, hostile operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or martial law.

You, Your, Yourself, his/her in the document means the **Insured** as set out in the **Certificate of Insurance**.

We, Our, Ours, Us, Insurer means Magma General Insurance Limited.

D. SPECIAL CONDITIONS:

1. The debit card/ credit card/**Mobile Wallet** involved must be blocked immediately within 24 hours after detection of the loss of money or loss of card, which ever happens earlier.
2. Any cashback/rewards if so credited to the concerned card holder's account against misused transaction leading to loss of money, shall be reduced from the **Loss** payable under the **Certificate of Insurance**.
3. The **Insured** should have a registered valid mobile number & e-mail id to receive SMS alerts/OTP from the bank.
4. This insurance shall not cover any **Loss** that should be recovered from a **Financial Institution, Payment System Operator**, payment wallet/service operator, ecommerce service provider or any such entity who has a primary responsibility to indemnify the **Insured**.

If based on the facts and circumstances, the **Insured** can prove to the satisfaction of the **Insurer** that the measures stated above could not be taken due to any hardship or reasons beyond the **Insured's** control, then the **Insurer** may in its sole and absolute discretion consider a waiver of any of the foregoing conditions on merit.

E. EXCLUSIONS:

The **Insurer** shall not be liable to make any payment for any claim under this **Group Policy** and/or the **Certificate of Insurance**, which is directly or indirectly, caused by, arising out of, based upon or in any way attributable to any of the following:

Dishonest or Intentional mis-conduct

Any:

- a. deliberate, criminal, fraudulent, dishonest or malicious act or omission; or
- b. intentional or willful violation of any duty, obligation, contract, law or regulation;

committed by the **Insured**, the **Insured's** employee(s) or **Family Member(s)**, acting alone or in collusion with others.

Such acts should have directly caused the **Loss** for the exclusion to apply. Provided, however, the **Insurer** shall advance the **Defence Costs** until there is

- a. final decision of a court, arbitration panel or **Regulator**, or
- b. a written admission

which establishes such behavior. Following such finding the **Insurer** shall be entitled to repayment of any amount paid to or on behalf of the **Insured** under the **Certificate of Insurance**.

Bodily Injury

Except as more specifically covered under any Insuring Clause and/or **Endorsement**, this **Group Policy** and the **Certificate of Insurance** exclude any actual or alleged bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused.

Property Damage

Any damage to or destruction of any tangible property, including loss of use thereof.

Contractual Liability

Any liability under any contract, agreement, guarantee or warranty assumed or accepted by an **Insured** except to the extent that such liability would have attached to an **Insured** in the absence of such contract, agreement, guarantee or warranty.

Prior Acts

Any claim due to, arising out of or based upon or attributable to any acts committed, attempted, or allegedly committed or attempted by the **Insured** or any **Third Party**, prior to the Retroactive date specified in the **Certificate of Insurance** and known to the **Insured**.

Any facts or circumstances, known to **You** or which **You** could have reasonably foreseen, which existed prior to the Retroactive Date in the **Certificate of Insurance**, and which might be expected to be the basis of a claim.

Any **Claim** in which all or any part of such were committed, attempted, or allegedly committed or attempted, prior to the Retroactive Date specified in the **Certificate of Insurance**.

Prior/ Pending Litigation

Any legal proceedings which commenced prior to **Risk Inception Date** of the **Certificate of Insurance**.

Trade Secrets and Intellectual Property

Any actual or alleged plagiarism or infringement of any **Trade Secrets**, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property. This exclusion shall not apply to the **Media Liability cover**. However, theft, infringement, misuse or abuse of patents will always remain excluded.

Trading

Any losses or liabilities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or federal funds, currencies, foreign exchange, cryptocurrencies and the like consisting of coins (e.g., bitcoin, ethereum, ripple, IOTA, etc), tokens (e.g., EOS, nem, tether, etc) or public and/or private keys being used in conjunction with the aforementioned.

Gambling online and or otherwise**Unauthorised or Unlawful collection of Data**

Any unlawful or unauthorised collection of personal data or client information

Professional Services

Any loss or damage attributable to rendering or non-rendering of professional services.

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

Third Party Claims made by one **Insured** against another **Insured**.**Pollution**

Any **Loss** caused due to the **Pollution**.

Unsolicited Communication

Unless otherwise more specifically covered in the **Certificate of Insurance** read with the **Group Policy Schedule**, any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wiretapping, audio or video recordings or telephone marketing.

Licensing Fees

Any actual or alleged licensing fee or royalty payment including, but not limited to, any obligation to pay such fees or royalty payments.

Outage/Disturbance Loss

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

Natural Perils

Any **Loss** arising due to natural calamities (like earthquakes etc), electromagnetic fields or radiations.

Immoral/Obscene Services

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

Loss of Reputation/Goodwill

Any loss of reputation/goodwill unless more specifically covered in any Insuring Clause and/or **Endorsement**.

War, Terrorism

War, Terrorism including **Cyber Terrorism**, looting and **Governmental Acts**.

Sharing/Divulging user ID and Password

Any sharing or divulging by the **Insured** of his/her user credentials such as user ID and password leading to a **Loss**. Any act of error and commission by the **Insured** causing over payment or transfer to a wrong bank account to which the payment was not intended.

Matters Uninsurable by Law.

Loss due to any matters which are uninsurable by law or against public policy, including any civil fines/penalties which are uninsurable.

F. DUTIES OF THE INSURED:

You must take due care and reasonable precautions/measures to safeguard **Your Computer Systems**, digital devices, **Your Personal Data**, details of **Your** bank accounts and/or credit/debit cards and internet communications to prevent the occurrence and to minimize the impact of any cybercrime. This should include but is not limited to the following: –

- Not sharing sensitive account information/PIN/TAN and personal information with **Third parties**
- Only installing legal software from trusted sources as manufacturer app-stores and maintaining an updated and secure state of their software and operating systems as recommended by the manufacturer.
- Making sure the **Insured's Computer Systems** are used and maintained as recommended by the manufacturer or supplier.
- Maintaining and updating at appropriate intervals, backups of **Your Data** in other storage media including external media containing **Data**. Providing, maintaining and updating appropriate system, device and data security (e.g. anti-virus, anti-malware solutions etc.) from time to time as per recommendations of the antivirus software provider.

If based on the facts and circumstances, the **Insured** can prove to the satisfaction of the **Insurer** that the measures stated above could not be taken due to any hardship or reasons beyond the **Insured's** control, then the **Insurer** may in its sole and absolute discretion consider a waiver of any of the foregoing conditions on merit.

G. CLAIM NOTIFICATION/ PROCESS:

It is a condition precedent to the **Insurer's** liability under the **Certificate of Insurance** read with this **Group Policy** that:

- i. Upon **Discovery**, unless more specifically mentioned in any Insuring Clause, the **Insured** shall give written notice/e-mail thereof to the **Insurer** as soon as practicable but in any event not later than 14 days after the end of the **Period of Insurance** or end of the **Discovery Period** (if applicable);

- ii. Upon receipt of any **Claim**, unless more specifically mentioned in any Insuring Clause, the **Insured** shall give written notice thereof to the **Insurer** as soon as practicable but in any event not later than 14 days after the end of the **Period of Insurance** or end of the **Discovery Period**, if applicable; and if, during the **Period of Insurance**, the **Insured** becomes aware of any fact, event or circumstance which is likely to give rise to a **Claim** then the **Insured** shall give written notice thereof to the **Insurer** as soon as reasonably practicable and, in any event, during the **Period of Insurance**.

If based on the facts and circumstances, the **Insured** can prove to the satisfaction of the **Insurer** that the measures stated above could not be taken in the timelines required due to any hardship or reasons beyond the **Insured's** control, then the **Insurer** may in its sole and absolute discretion consider a waiver of any of the foregoing conditions on merit.

If the **Insured** reports to the **Insurer** any claim under the **Group Policy**, or any facts that might give rise to a claim, then as a condition precedent to the **Insurer's** liability under the **Certificate of Insurance** read with this **Group Policy**, the **Insured** shall give the **Insurer** such information and co-operation as it may reasonably require including but not limited to:

1. Submission of fully completed and signed claim form.
2. Copy of FIR lodged with police authorities or other relevant law enforcement authorities. However, for smaller value claims up to the amount specified in the **Certificate of Insurance** and/or the **Group Policy Schedule**, e-complaint lodged at National Cyber Crime reporting portal or equivalent portal as applicable from time to time may be submitted.
3. Copies of legal notice received from any **Third Party**.
4. Copies of summons received from any court in respect of a suit filed by a **Third Party**.
5. Copies of correspondence with **Financial Institutions** with regard to any **Loss**.
6. Legal notice served on any **Financial Institution** and/or case filed against **Financial Institution** for any **Loss**.
7. Copies of legal notice served on any **Third Party** for any **Privacy and Data Breach**.
8. Copies of legal case filed against **Third Party**.
9. Copies of invoices and relevant receipts for expenses incurred and for which indemnity is sought.
10. Proof to show that the **Personal Data** is the property information belonging to the **Insured**.
11. Proof to show that **Loss** is incurred by the **Insured**.
12. A **Claim for Lost Wages** must be supported by:
 - a. A letter from **Your** employer to confirm wages have not been paid for absence due to illness as a result of **Cyberbullying**
 - b. Latest salary slip verified by the entity issuing such slip.
 - c. Latest tax returns in case of self-employed person.
 - d. A medical certificate from a qualified physician declaring that You are unfit to work due to illness caused as a result of a **Cyberbullying or Identity Theft**.
13. Copies of engagement letters of third-party service providers proposed to be appointed (such as defence counsel, IT Consultant, etc).
14. Particulars of other applicable insurance, if any.

All notifications and all communications under the **Certificate of Insurance** or the **Group Policy** must be in writing to the address set forth in the **Certificate of Insurance** or the **Group Policy Schedule**.

H. DEFENCE SETTLEMENT AND CLAIM COOPERATION:

The **Insurer** shall have the right, but not the duty to fully participate in the defence and at the negotiation stage of any settlement that is reasonably likely to involve or appear to involve. It shall be the duty of the **Insured** to defend **Claims** and arrange for representation at any hearing or investigation. The **Insurer** shall have the right to effectively associate with the **Insured** in respect of the conduct and management of any **Claim** to which the **Certificate of Insurance** may apply, and may, at the **Insurer**'s option, elect to assume conduct of the **Insured**'s defence of any such **Claim**.

It is a condition precedent to coverage under the **Certificate of Insurance** read with this **Group Policy** that the **Insured**:

- i. takes all reasonable steps in his capacity to reduce or minimise **Loss** immediately;
- ii. in connection with the coverage afforded under all Insuring Clauses and/or **Endorsement**, submits to the **Insurer** (at its own cost) a written, detailed proof of **Loss** which provides an explanation of the circumstances and a detailed calculation of such **Loss**;
- iii. provides to the **Insurer** all such cooperation and assistance as the **Insurer** may request in connection with such **Loss**;
- iv. provide the **Insurer** at his own cost with all documentation, information, assistance, co-operation that may be requested and required towards, investigation, defence, settlement or appeal of a claim or circumstances;
- v. shall not admit liability, make any payments, assume any obligations, negotiate any settlement enter into any settlement or accept any judgment or award or incur any **Defence Costs** without the **Insurer**'s prior written consent; and
- vi. Shall not agree to any waiver or limitation of or delay as to the **Insured**'s legal rights of recovery against any other party;

I. LIMIT OF LIABILITY:

The **Insurer**'s liability to pay or indemnify under this contract for each and every **Loss** and for all the **Losses** in the aggregate shall not exceed the **Limit of Liability** during the **Period of Insurance**, and any applicable sub-limits specified against each Insuring Clause in the **Certificate of Insurance**.

Each sublimit under various Insuring Clauses and/or **Endorsement** specified in the **Certificate of Insurance** is part of and not in addition to the **Limit of Liability** and is the maximum the **Insurer** shall pay for the Insuring Clause and/or **Endorsement** during the **Period of Insurance**.

If a **Loss** is covered under more than one Insuring Clause and/or **Endorsement**, **We** will pay up to the sublimit of the applicable Insuring Clauses and/or **Endorsement**, however, overall claim payment for the **Loss** (under the **Certificate of Insurance** including all Insuring Clauses and/or **Endorsement**) shall be restricted to the **Limit of Liability** specified in the **Certificate of Insurance**.

In the event of the sub-limit in respect of an Insuring Clause and/or **Endorsement** being completely exhausted on payment of a **Claim**, no further liability shall attach on the **Insurer** in respect of the Insuring Clause and/or **Endorsement** to which the sub-limit applies.

We will only pay for any amount of **Loss** as defined under the respective Insuring Clause and/or **Endorsement** which is in excess of **Deductible**. **You** will be liable for the **Deductible** which will remain

uninsured. A single **Deductible** shall apply to all payments arising out of, based upon or attributable to continuous, repeated or related Events.

Claims Series Condition - All **Losses** arising out of the same, continuous, related or repeated acts shall be treated as arising out of a single event and be deemed to have occurred at the time of the first such event. Such **Losses** shall be subject to the terms, conditions, exclusions and single **Limit of Liability** which was in effect for the **Insured** at the time the first such event occurs.

J. GENERAL CONDITIONS:

Plurals, Headings and Titles

The descriptions in the headings and titles of this **Group Policy** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this **Group Policy**, words in bold have special meaning and are defined. Words that are not specifically defined in this **Group Policy** have the meaning normally attributed to them.

Entire Contract

The **Certificate of Insurance** read with the **Group Policy** constitutes the complete contract of insurance. No change or alteration in the **Certificate of Insurance** and/or the **Group Policy** shall be valid or effective unless approved in writing by the **Insurer**, which approval shall be evidenced by an **Endorsement**. No agent shall or has the authority to change in any respect whatsoever any term of the **Certificate of Insurance** and/or **Group Policy** or waive any of its provisions.

Duty of Disclosure, Fraud & Mis-Representation

This **Group Policy** and/or the **Certificate of Insurance** shall be void and all premiums paid hereon shall be forfeited to the **Insurer** in the event of fraud, mis-declaration, misrepresentation, misdescription or non-disclosure of any material fact in the **Proposal Form**, the Member Enrolment Form, and any personal statements, declarations, connected documents, or any material information having been withheld.

Discharge of Insurer from Liability

The payment of any **Loss** and/or any other amounts payable under the **Certificate of Insurance** to the **Insured** shall fully release the **Insurer** from the **Insurer**'s liability to make payment with respect to such **Loss** and all other amounts.

Policy Renewal

The **Insurer** shall not be bound to accept any renewal premium nor give notice to the **Group Policyholder** and/or the **Insured** that such renewal is due. No receipt for renewal premium is valid except on the official form issued by the **Insurer**. Under normal circumstances, renewal will not be refused except on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the **Insured**. On renewal, the benefits provided under the **Group Policy** and/or **Certificate of Insurance** and terms and conditions including premium rate may be revised by the **Insurer** based on claim experience and a fresh assessment of the risk.

Fraud/Fraudulent notifications

The **Group Policyholder** and/or **Insured** must not act in a fraudulent manner. If **Group Policyholder** and/or **Insured**, or anyone acting on the **Group Policyholder's** or the **Insured's** behalf:

- a) Make a **Claim** under the **Group Policy** and/or the **Certificate of Insurance** knowing the **Claim** to be false or fraudulently inflated
- b) Cause any **Loss or Damage** by the **Group Policyholder's** and/or the **Insured's** willful act or with the **Group Policyholder's** and/or the **Insured's** 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 **Group Policy** and/or the **Certificate of Insurance** will be forfeited and would render the **Group Policy** and/or the **Certificate of Insurance** void at **Our** sole discretion and which would result in denial of all insurance benefits and rights under the **Group Policy** and/or the **Certificate of Insurance**. **We** also reserve the right to recover from the **Group Policyholder** and/or the **Insured** the amount of any **Claim** which **We** have already paid under the **Group Policy** and/or the **Certificate of Insurance**.

Observance of Terms and Conditions

The due payment of premium and observance and fulfilment of the terms, conditions and **Endorsement** of this **Group Policy** and/or **Certificate of Insurance** by the **Group Policyholder** and/or **Insured** respectively shall be a condition precedent to any liability of the **Insurer** to make any payment under this **Group Policy** and/or the respective **Certificate of Insurance** including any compliance with specified claims procedure insofar as they relate to anything to be done or complied with by the **Insured**. No waiver of any terms, provisions, conditions and **Endorsement** of this **Group Policy** and/or **Certificate of Insurance** shall be valid unless made in writing and signed by an authorized official of the **Insurer**. Any violations of terms and conditions will make the **Certificate of Insurance** and/or **Group Policy** voidable at the option of the **Insurer** depending on the degree of implication on the **Loss** occurred, recovery prospects and investigation, except in case of fraud and misrepresentation.

Assignment

The **Insured** or **Group Policyholder** shall not be entitled to assign the **Certificate of Insurance** or the **Group Policy** respectively nor any interest or right under the **Certificate of Insurance** or **Group Policy** respectively without the **Insurer's** prior written consent.

Territorial scope

Where legally permissible by the law of the **Certificate of Insurance** read with this **Group Policy** and the jurisdiction in which the payment is to be made and subject to all terms and conditions of the **Certificate of Insurance** read with this **Group Policy**, the **Certificate of Insurance** read with **Group Policy** shall apply to any **Loss** incurred or claims made in India, unless otherwise stated in the **Group Policy Schedule** and the **Certificate of Insurance**.

Governing law

Any interpretation of this **Group Policy** (or **Certificate of Insurance** issued under the **Group Policy**) relating to its construction, validity or operation shall be made exclusively in accordance with the laws of India.

Sanctions/Embargoes

No **Insurer** shall be deemed to provide cover and no **Insurer** shall be liable to pay any **Loss** or **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Loss** or **Claim** or provision of such benefit would expose that **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

Subrogation and Recoveries

The **Insurer** shall be subrogated to all of the **Insured**'s rights of recovery to the extent of all payments of **Loss** made by the **Insurer** or all other amounts for which cover is provided under the **Certificate of Insurance**. The **Insured** shall do everything necessary to secure any rights, including the execution of any documents necessary to enable the **Insurer** effectively to bring suit in the name of the **Insured** whether such acts become necessary before or after payment by the **Insurer**.

Recoveries whether being subject to subrogation or not, with respect to any **Loss** or all other amounts for which cover is provided under the **Certificate of Insurance**, shall be distributed as follows:

- first, to reimburse the costs and expenses actually incurred in making the recovery;
- second, to the **Insurer** for the amount paid to the **Insured** for any covered **Loss**;
- third, to the **Insured** for the amount of **Loss** otherwise covered but in excess of the **Limit of Liability** mentioned in **Certificate of Insurance**; and
- fourth, to the **Insured** for **Loss** specifically excluded by the **Certificate of Insurance** and the **Group Policy**.

Any amount recoverable from any **Third Party** shall be sum payable to the **Insurer** post settlement of the **Loss** amount by the **Insurer**. It is clarified that any recovery by the **Insurer** from reinsurance shall not be deemed a recovery hereunder.

Other Insurance

If any amount of **Loss**, including **Defence Costs** or any other amounts Insured under the **Certificate of Insurance** read with the **Group Policy**, is also insured under any other insurance policy or policies covering the same risk, whether effected by the **Insured** or by any other person or persons, then (i) the **Insurer** shall not be liable to pay or contribute more than its rateable proportion of such **Loss** or liability, and (ii) the **Insured** must intimate the **Insurer** within a reasonable time of making a claim under the **Certificate of Insurance** and provide the **Insurer** with details of the other insurance.

Allocation

If a **Claim** involves both covered and uncovered matters or persons under the **Certificate of Insurance**, then **You** and **We** shall use reasonable efforts to determine a just and equitable allocation of **Loss** covered under the **Certificate of Insurance** read with the **Group Policy**.

Cancellation

(I) Cancellation of the **Group Policy/Certificate of Insurance by the **Insurer****

- a) The **Group Policy** may be cancelled by the **Insurer** at any time before the expiry of the **Group Policy Period** by giving at least 15 days' written notice to the **Group Policyholder**. Provided however if the **Insurer** cancels the **Group Policy** even then the respective

Certificate of Insurance(s) already issued to various **Insureds** shall be valid for the **Period of Insurance** specified in respective **Certificate of Insurance**, unless the **Certificate of Insurance** is also cancelled by the **Insurer**.

- b) The **Certificate of Insurance** may be cancelled by the **Insurer** at any time before the expiry of the **Period of Insurance** by giving at least 15 days' written notice to the **Group Policyholder** and/or the **Insured**.
- c) If the **Certificate of Insurance** is cancelled by the **Insurer** after the commencement of the **Period of Insurance** mentioned in the **Certificate of Insurance** issued to the **Insured**, the **Insurer** shall refund to the **Insured** a pro-rata premium for the unexpired **Period of Insurance** in respect of the **Certificates of Insurance** issued prior to the date of cancellation on which no **Claim** has been lodged.
- d) No refund shall be made in respect of **Certificates of Insurance** cancelled by the **Insurer** on which **Claim** has been lodged by the **Insured** or a person on behalf of the **Insured**, irrespective of the condition whether such **Claim** was admitted or repudiated.
- e) For the avoidance of doubt, the **Insurer** shall remain liable for any **Claim** that was made prior to the effective date on which the **Certificate of Insurance** is cancelled, unless such claim was found to be fraudulent or the Certificate of Insurance was voided due to fraud, mis-representation or non-disclosure of material facts or non-cooperation by the **Insured**.
- f) Under normal circumstances, the **Group Policy** shall not be cancelled by the **Insurer** except on the grounds of fraud, mis-representation or non-disclosure of material facts or non-cooperation by the **Insured** or if any false statement, or declaration is made or used by the **Insured**. Provided however if **Certificate of Insurance** is cancelled due to fraud, mis-representation or non-disclosure of material facts by the **Group Policyholder** and/or **Insured** then the premium shall be forfeited and no refund of premium shall be made by the **Insurer**.

(II) Cancellation by the **Group Policyholder/ Insured** (wherever applicable)

- a) During the **Group Policy Period**, the **Group Policyholder** may cancel the **Group Policy** at any time by giving at least 15 days' written notice to the **Insurer** and also intimating the same to the **Insured**. However, even if the **Group Policyholder** cancels the **Group Policy**, the respective **Certificate of Insurance(s)** already issued to various **Insureds** shall remain valid for the **Period of Insurance** specified in the respective **Certificates of Insurance**, unless such **Certificates of Insurance** are separately cancelled by the **Insured**.
- b) The **Certificate of Insurance** may be cancelled by the **Group Policyholder/ Insured** as under:
 - i. The **Certificate of Insurance** may be cancelled anytime within eight months of the date of commencement of the **Period of Insurance** mentioned in the **Certificate of Insurance**, in which case the **Insurer** will retain the premium according to the short period scale as shown below and the balance, as may be applicable, subject however

to a minimum retention of 25% of premium mentioned in the **Certificate of Insurance** or minimum retention amount of Rs.25 per **Certificate of Insurance**, whichever is higher in respect of those **Certificates of Insurance** on which no **Claim** has been lodged. However, no request for cancellation of any **Certificate of Insurance** shall be entertained after completion of eight months from the date of commencement of the **Period of Insurance** mentioned in the **Certificate of Insurance**.

- ii. **Certificate of Insurance** where **Period of Insurance** is short term (ie, lesser than one year) cannot be cancelled, either by the **Group Policyholder** or the **Insured**.
- iii. No refund of premium shall be due on cancellation of the **Certificate of Insurance** if a **Claim** has been made by the **Insured** whether **Claim** is admitted or repudiated.
- iv. For the avoidance of doubt, the **Insurer** shall remain liable for any admissible **Claim** that was made prior to the effective date of cancellation of **Certificate of Insurance**.

Short Period Scale

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

(III) Effect of termination / cancellation of the Group Policy by the Group Policyholder

From the effective date of cancellation or termination of this **Group Policy** at the instance of **Group Policyholder**:

1. In respect of **Certificate of Insurance**, the **Insurer** shall remain obligated to indemnify the **Insured**, under the **Certificate of Insurance** and during the **Period of Insurance**, for claim(s), if any, as per the terms and conditions of the **Certificate of Insurance** read with this **Group Policy** where such claim is made before or after the date of cancellation or termination of this **Group Policy** subject to the condition that before the date of cancellation or termination, the respective **Insured** [claimant] was enrolled under the **Group Policy** as per the provisions of this **Group Policy** and the claim, if any, is made for the claim arising during the **Period of Insurance** as specified in the **Certificate of Insurance**, subject however to all other terms and conditions; and

2. The **Group Policyholder** would continue to be responsible for facilitating the claim for coverage provided prior to date of termination to the full extent of the **Period of Insurance** provided to the **Insured** under **Certificate of Insurance**.
3. The **Insurer** shall not be obligated to indemnify the **Insured** if the **Insured** was enrolled by the **Group Policyholder** after the date of termination of the **Group Policy**.

No Third Party Rights

Notwithstanding what is stated in any law, this **Group Policy** (or the **Certificate of Insurance** under this **Group Policy**) is not intended to confer any rights or benefits on and or enforceable by any **Third Party** other than an **Insured** and accordingly no **Third Party** shall acquire any rights in relation to or under the **Certificate of Insurance** or **Group Policy** nor can enforce any benefits or Claim under term of this contract against the **Insurer**.

Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the **Certificate of Insurance** of this **Group Policy** (liability being otherwise admitted) such difference shall independently of all other questions be referred to decision of a sole arbitrator to be appointed in writing by the parties to and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the **Insurer** has disputed or not accepted liability under or in respect of **Certificate of Insurance** under this **Group Policy**.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of suit upon respective **Certificate of Insurance** read with this **Group Policy** that award by such arbitrator/arbitrators of the amount of the **Loss** or **Damage** shall be first obtained.

The seat of Arbitration shall be Mumbai, India.

K. GRIEVANCE REDRESSAL MECHANISM:

Magma General Insurance Limited aims to provide its clients with a high standard of service. Consequently, should **We** fail to meet **Your** expectations, **We** will aim to resolve **Your** concerns promptly and fairly.

In the first instance, any concerns should be directed to **Your** usual contact or to the manager of the department with which **You** usually deal. If **We** cannot resolve **Your** concerns within 1 working day, **We** will acknowledge **Your** complaint in writing within 7 working days and let **You** know when an answer might be expected.

If **You** remain dissatisfied with **Our** response, **We** have an escalation process for ensuring that a senior member of staff reviews **Your** complaint. **You** can invoke this by stating to the individual that is handling **Your** complaint that **You** wish to escalate it.

Alternatively, **You** may write to:

Chief Grievance Officer

Magma General Insurance Ltd

Equinox Business Park, Tower 3, Ambedkar Nagar, 2nd Floor, Unit Number 1B & 2B, LBS Marg, Kurla (West), Mumbai - 400070, Maharashtra, India.

E-mail- gro@magmainsurance.com

Ph: 1800 266 3202

In case **Your** complaint is not fully addressed by **Us**, **You** may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS, **You** can register the complaint online and track its status. For registration, please visit IRDAI Website www.irdai.gov.in

If the issue still remains unresolved, **You** may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman are available below:

Address & Contact Details of Ombudsmen Centers

Office of the Ombudsman	Contact Details	Jurisdiction
AHMEDABAD	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	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 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chattisgarh.

BHUBANESWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
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 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
DELHI	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 & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh
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 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan

ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim and Andaman and Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahrach, Barabanki, Raebareli, 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 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)
NOIDA	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 Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur,

		Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	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, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)