

- d) **Costs for Prosecution of Criminal case**
- e) **Costs for Filing Claim for Damages on Third party /Financial Institution**
- f) **Restoration Costs**
- g) **Cyber Extortion Loss;**
- h) **IT Theft Loss;**
- i) **Consultant Costs**
- j) **Counselling Services**

or any other amount the **Insurer** is liable to pay under the terms and conditions of this Policy.

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

4.38. Master Policy means the Group Policy issued to the Group Manager/Insured containing the terms and conditions of the insurance coverage and under which Certificates of Insurance will be issued to the members of the group. The validity of the Master Policy shall be for a period of twelve months.

4.39. Media Wrongful Act means, in the context of the Insured Beneficiary's publication or broadcasting of any digital media content, any actual or alleged:

- i. defamation, infringement of any intellectual property, misappropriation or theft of ideas or information or improper deep-linking or framing;
- ii. invasion, infringement or interference with an individual's rights of privacy or publicity, disclosure of private facts and commercial appropriation of name, persona or likeness;

Resulting from and as a consequence of Cyber Attack.

4.40. 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

4.41. Period of Insurance means the period as set forth in Item 7 of the Schedule.

4.42. Personal Data shall mean any information or details of the Insured Beneficiary such as bank details, photographs etc. which are unique to the Insured Beneficiary and are stored in the Insured Beneficiary's Computer System.

4.43. 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

4.44. Policy means the Master Policy Schedule, the Terms and Conditions of Master Policy, Certificate of Insurance issued to respective Insured Beneficiary/ies and any endorsements attaching to or forming part thereof either on the Cover period or during the Policy Period

4.45. 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.

4.46. Proposal Form means the written application or proposal for this Policy made by the Policyholder, including any document provided by the Insured Beneficiary in connection with such application or proposal which shall be incorporated in and form the basis of this Policy.

4.47. Privacy Breach shall mean

- a) any unauthorized disclosure by a Third Party or by an outsourced service provider of a Third Party of the Insured Beneficiary's personal Data or

- b) any Unauthorized Access or use of the Insured Beneficiary's personal Data stored in the Third Party Computer System in actual or alleged breach of any Data protection legislation

4.48.Regulator means any official or public body with responsibility to enforce Data Protection Legislation or 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 Regulator/adjudicating authority as may be designated/appointed, from time to time.

4.49. Restoration Cost

- I. 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

Restoration Costs shall not include;

- 1) More than two attempts per claim at restoration of data or Insured Beneficiary's Computer System during the policy period.
- 2) Legal Costs or legal expenses of any kind
- 3) Costs that the Insured Beneficiary would have incurred anyway without the entry of Malware
- 4) Costs for correction of manually incorrect input of Data
- 5) The Costs to design ,upgrade ,maintain ,or improve the Insured Beneficiary's Computer System or Computer Programmes

4.50.Social Media means any forms of electronic communication (as Web sites for social networking and microblogging) through which users create online communities to share information, ideas, personal messages, and other content (as videos)

4.51.Third-Party means any natural or legal person except the Insured Beneficiary's.

4.52.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.

4.53.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 organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 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.

4.54.Unauthorized Access or Use means the improper access or use of the Insured Beneficiary's Computer System by an Unauthorized person acting in an unauthorized manner

4.55.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.

5. **Exclusions**

No coverage will be available under this Policy with respect to any Loss arising out of, based upon or attributable to:

5.1. **Dishonest or Improper Conduct**

Any:

- a) deliberate, criminal, fraudulent, dishonest or malicious act or omission; or
- b) intentional or knowing violation of any duty, obligation, contract, law or regulation; by the Insured Beneficiary
- c) Any losses that are caused intentionally & against the law

Provided, however, the Insurer shall advance Defense Costs until there is

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

which establishes such behavior. Following such finding the Insurer shall be entitled to repayment of any amount paid to or on behalf of the Insured Beneficiary under this Policy.

5.2. **Bodily Injury**

Except as provided in 3.1, any actual or alleged bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused

5.3. **Property Damage**

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

5.4. **Contractual Liability**

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

5.5. **Prior Acts Exclusion**

Any Claim arising out of or based upon or attributable to

- 1) Identity Theft resulting from and as a consequence of a Cyber Attack,
- 2) Cyber Stalking,
- 3) IT Theft Loss,
- 4) Damage to the Insured Beneficiary's Computer System caused due to Malware,
- 5) Direct and Pure Financial Loss suffered by the Insured Beneficiary due to Phishing and E-Mail Spoofing,
- 6) Any Media Wrongful Act of the Insured Beneficiary from and as a consequence of a Cyber Attack,
- 7) Any Cyber Extortion Loss suffered by the Insured Beneficiary,
- 8) Any damages caused to the Insured Beneficiary by Privacy Breach and Data Breach by Third Party,

In which all or any part of such were committed, attempted, or allegedly committed or attempted, prior to the policy inception date mentioned in the schedule.

5.6. **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.

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

War, Terrorism, looting and Governmental Acts.

5.8. **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.

5.9. **Pollution**

Any Pollution.

5.10. Natural Perils

Any: electromagnetic fields or radiations; earthquakes.

5.11. Unsolicited Communication

Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wiretapping, audio or video recordings or telephone marketing.

5.12. Unauthorised Collection of Data

Any unlawful or unauthorized collection of personal Data or Client Information.

5.13. 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.

5.14. Outage/Disturbance Loss

Losses due to the outage/disturbance of external networks (e.g. power, internet, cable & telecommunications)

5.15. Commercial, Political, Union or Religious Activities

Any kind of losses in connection to commercial, political or union activities, the exercise of a religious function/office and/or the membership in any club/association that is salaried and/or not for leisure.

5.16. Immoral/Obscene Services

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

6. Duties of the Insured Beneficiary

6.1. Reasonable Precautions

It is a condition precedent to coverage hereunder that the Insured Beneficiary shall take all reasonable measures to safeguard the Insured Beneficiary's Computer System and Digital Devices and prevent the occurrence and to minimize the impact of any Cyber Attack including but not limited to

- i. Updating Antivirus Software from time to time as per recommendations of the Antivirus Software provider.
- ii. Maintaining up-to-date patch-states of the OS, browser, E-Mail, other software programs
- iii. Maintaining back up of all valuable data stored in the Computer System in other storage media including external data media.
- iv. Implementing best practices security eg: password strength, regular changes of passwords, use of two-factor-authentication as recommended by Internet Service Provider, Social Media Service Provider, Financial Service Provider/Bank/Payment System Operator and/or Government/Authorities

*Note: Waiver of conditions (i) to (iv) above may be considered by the Company at its absolute discretion, in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the Insured Beneficiary was placed, it was not possible for the Insured Beneficiary to take reasonable measures to safeguard the Insured Beneficiary's Computer System and Digital Devices and prevent the occurrence and to minimize the impact of any Cyber Attack. The decision of the Company shall be final and binding on the Insured Beneficiary.

7. In the event of a Loss

7.1. Notification

It is a condition precedent to coverage hereunder that:

- 7.1.1. Upon Discovery, the Insured Beneficiary shall give written notice thereof to the Insurer within 7 days, but in any event not later than 14 days after the end of the Period of Insurance or

Discovery Period;

7.1.2. Upon receipt of any Claim, the Insured Beneficiary shall give written notice thereof to the Insurer within 7 days but in any event not later than 14 days after the end of the Period of Insurance or Discovery Period, if applicable; and if, during the Period of Insurance, the Insured Beneficiary becomes aware of any fact, event or circumstance which is likely to give rise to a Claim then the Insured Beneficiary shall give written notice thereof to the Insurer as soon as reasonably practicable and, in any event, during the Period of Insurance.

*Note: Waiver of conditions (7.1.1) and (7.1.2) may be considered by the Company at its absolute discretion, in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the Insured Beneficiary was placed, it was not possible for the Insured Beneficiary to give notice or file Claim within the prescribed time limit. The decision of the Company shall be final and binding on the Insured Beneficiary.

If the Insured Beneficiary reports a Claim or facts that might give rise to a Claim to the Insurer, then the Insured Beneficiary must give the Insurer 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 summons received from any court in respect of a suit filed by an Affected party/entity
- e) Copies of correspondence with financial institutions with regard to IT Theft Loss
- f) legal notice served on any Financial Institution and or case filed against Financial Institution for IT Theft Loss
- g) Copies of legal notice served on any Third Party for any Data breach or privacy breach
- h) Copies of criminal case filed against third party under the insuring clauses 1.1, 1.2, 1.3, 1.4, 1.6, 1.7,1.8,1.9
- i) Copies of invoices for expenses incurred on restoration Cost
- j) Copies of invoices for expenses incurred in 3.2 IT Consultant Services Cover
- k) Details/invoices of Costs incurred for filing of criminal case /Claim for Damages against third party
- l) Proof to show that the Personal Data is the propriety information belonging to the Insured Beneficiary.
- m) Proof to show that Loss is incurred by the Insured Beneficiary.

All notifications and all communications under this Policy must be in writing to the address set forth in item 16 of the Schedule.

7.2. Defense

For the purposes of insuring clauses 1.1, 1.2, 1.5 and 1.8 it shall be the duty of the Insured Beneficiary to defend Claims and arrange for representation at any hearing or investigation. The Insurer shall have the right to effectively associate with the Insured Beneficiary in respect of the conduct and management of any Claim to which this Policy may apply, and may, at the Insurer's option, elect to assume conduct of the Insured Beneficiary's defense of any such Claim.

7.3. Co-operation

It is a condition precedent to coverage hereunder that the Insured Beneficiary:

- i. takes all reasonable steps to reduce or minimise Loss;
- ii. in connection with the coverage afforded under all Insuring Clauses, 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; and
- iv. 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 Defense Costs without the Insurers prior written consent.

- v. Shall not agree to any waiver or limitation of or delay as to the Insured Beneficiary's legal rights of recovery against any other party;

7.4. Subrogation and Recoveries

The Insurer shall be subrogated to all of the Insured Beneficiary'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 this Policy. The Insured Beneficiary 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 Beneficiary 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 this Policy, 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 Beneficiary for any covered Loss;
- third, to the Insured Beneficiary for the amount of Loss otherwise covered but in excess of the Policy Limit of Liability; and
- fourth, to the Insured Beneficiary for Loss specifically excluded by this Policy.

Recovery by the Insurer from reinsurance shall not be deemed a recovery hereunder.

7.5. Other Insurance:

If Loss, Defense Costs or any other amounts insured under this Policy are also potentially insured under any other insurance policy or policies, then the Insured Beneficiary must advise the Insurer within a reasonable time of making a Claim under this Policy and provide the Insurer with details of the other insurance.

8. Limit of Liability

8.1. Limit of Liability

The Insurer's liability to pay or indemnify under this contract for each and every Loss and for all Loss in the aggregate shall not exceed the Limit of Liability during the policy period

Each sublimit of liability specified in the Schedule is part of the Limit of Liability and is the maximum the Insurer shall pay for the Insuring clause during the policy period.

In the event of the sub limit in respect of an Insuring clause being completely exhausted on payment of a claim, No further liability shall attach on the Insurer in respect of the Insuring clause to which the sub limit applies.

The insurer's liability to pay or to indemnify for each and every loss and for all losses in aggregate for IT Consultant fees shall not exceed the amount specified in the policy schedule during the policy period.

9. General Provisions

9.1. Policy administration

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

9.2. Period of Insurance

This Policy is in force for the Period of Insurance set forth in Item 7 of the Schedule.

9.3. Policy Renewal:

The Insurer shall not be bound to accept any renewal premium nor give notice to the Insured/Insured Beneficiary that such renewal is due. No receipt for renewal premium is valid except on the official form issued by the Company. 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 Beneficiary. On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may subject to change.

9.4. Cancellation

I. Cancellation of cover by the Insured Beneficiary(Where Insured Beneficiary has paid the premium):

The Insured Beneficiary may cancel the insurance cover to him/her at any time during the Policy Period by giving 15 days written notice and if no claim has been made then the Company shall refund premium, by deducting short term Premium, for the unexpired Policy Period as per the rates detailed below.

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Upto one month	75% of annual rate
Upto three months	50%of annual rate
Upto six months	25% of annual rate
Exceeding six months	Nil

No refund of premium shall be due on cancellation of Policy under any circumstances for those Beneficiaries who have made claim under the Policy.

II. Cancellation by the Insured before the expiry of Master Policy/Certificate of Insurance (Applicable in all cases where the entire premium is borne and paid by the Insured)

- a. During the Policy Period of the Master Policy, the Insured may cancel the Master Policy at any time by giving at least 15 days written notice to the Company.
- b. The Certificate of Insurance may be cancelled by the Insured as under:
 - i. If the Certificate of Insurance is cancelled by the Insured prior to commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary, the Company will refund, subject to retention of Rs.100 towards administrative costs per Certificate of Insurance, the remaining premium amount.
 - ii. The Certificate of Insurance may be cancelled by the Insured within six months after the date of commencement of the Cover Period mentioned in the Certificate of Insurance, in which case the Company will refund the premium to the Insured as per the following scale in respect of those Certificates of Insurance in which no claims has been lodged.

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Upto one month	75% of annual rate
Upto three months	50%of annual rate
Upto six months	25% of annual rate
Exceeding six months	Nil

- iii. However no request from the Insured for cancellation of any Certificate of Insurance shall be entertained after completion of six months from the date of commencement of the Cover Period.
- c. No refund of premium shall be due on cancellation of Certificate of Insurance if a claim has been made by the Insured Beneficiary.
- d. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date of cancellation of Certificate of Insurance.

III. Cancellation of policy by Insured (where the insurance cover is optional and the premium is borne by the Insured Beneficiary)

The Policy may be cancelled by the Insured by sending fifteen (15) day's notice to the Insurer by registered letter.

Effect of termination of policy by the Insured:

From the effective date of cancellation or termination of this Policy at the instance of Insured:

1. In respect of Certificate of Insurance, the Company shall remain obligated to indemnify the Insured Beneficiary, under & during the risk cover period of Certificate of Insurance, for Claim(s), if any, as per Terms and Conditions of this Policy where such Claim is made before or after the date of cancellation or termination of this Policy subject to the condition that before the date of cancellation or termination the respective Insured Beneficiary [claimant] was enrolled under the Policy as per the provisions of this Policy and the Claim, if any, is made for the Claim arising during the risk cover period as specified in the Certificate of Insurance, subject however to all other Terms and Conditions; and
The Insured would continue to be responsible for facilitating the claim for coverage provided prior to date of termination to the full extent of the risk cover period provided to the Insured Beneficiary under Certificate of Insurance.
2. The Company shall not be obligated to indemnify the Insured Beneficiary for the Policy Period for amounts where such right to payment accrued after the date of cancellation or termination of this Policy if the Insured Beneficiary was enrolled by the Insured after the date of termination; and
3. Subject to all other terms and conditions, the Company shall continue to have an obligation to indemnify the Insured Beneficiary for amounts where such right to payment accrued before the date of cancellation or termination of this policy; and
4. The Company and the Insured shall remain liable under the terms and conditions of this Policy to fulfil the obligations that have accrued at the date of cancellation or termination of this policy;

IV. Cancellation of Master Policy/Certificate of Insurance by the Company

- a. The Master Policy may be cancelled by the Company at any time before the expiry of the Policy Period of Master Policy by giving at least 15 days written notice to the Insured. Provided however if the Company cancels the Master Policy even then the respective Certificate of Insurance/s issued to various Insured Beneficiaries shall be valid for the Covered Period, unless the Certificate of Insurance is also cancelled by the company.
- b. The Certificate of Insurance may be cancelled by the Company at any time before the expiry of the Covered Period by giving at least 15 days written notice to the Insured and Insured Beneficiary.
- c. If the Certificate of Insurance is cancelled by the Company prior to commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary, the Company will refund 100% of the premium to the Insured,
- d. If the Certificate of Insurance is cancelled by the Company after the commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary the Company shall refund to the Insured a pro-rata premium for the unexpired Cover Period in respect of the Certificates of Insurance issued prior to the date of cancellation on which no claim has been lodged.
- e. No refund shall be made in respect of Certificates of Insurance cancelled by the Company on which claim has been lodged by the Insured Beneficiary or a person on behalf of the Insured Beneficiary.
- f. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date on which the Certificate of Insurance is cancelled.
- g. Under normal circumstances the policy shall not be cancelled by the company except on the grounds of Fraud, mis-representation or non-disclosure of material facts or non-co-operation by the Insured Beneficiary. Provided however if Certificate of Insurance is cancelled due to Fraud, mis-representation or non-disclosure of material facts by the Insured and Insured Beneficiary then the premium shall be forfeited and no refund of premium shall be made by the Company.

9.5. The Proposal Form

In issuing this Policy, the Insurer has 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.

9.6. Plurals, headings and titles

The descriptions in the headings and titles of this 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 Policy, words in bold have special meaning and are defined. Words that are not specifically defined in this Policy have the meaning normally attributed to them. The schedule hereto is part of and forms an integral part of this Policy;

9.7. Fraudulent notifications

If the Insured Beneficiary shall give notice of any Loss knowing the same to be false or fraudulent, as regards amount or otherwise, such Loss shall be excluded from scope of the Policy and the Insurer reserves the right to avoid this Policy in its entirety and in such case all Loss shall be forfeited by the Insurer.

9.8. 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 an Insured Beneficiary 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 the Insurer.

9.9. Assignment

The Insured Beneficiary shall not be entitled to assign this Policy nor any interest or right under the Policy without the Insurer's prior written consent.

9.10. Sanctions/Embargoes

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any Loss or Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Loss or Claim or provision of such benefit would expose the 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.

9.11. 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 item 11 of the Schedule.

9.12. Governing law

Any interpretation of this Policy relating to its construction, validity or operation shall be made exclusively in accordance with the laws of the Republic of India.

9.13. Jurisdiction

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

9.14. Duty Of Disclosure:

This Policy 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, personal statement, declaration and connected documents, or any material information having been withheld, or a Claim being fraudulent or any fraudulent means or device being used by the Insured Beneficiary or any one acting behalf of the Insured Beneficiary to obtain a benefit under this Policy.

9.15. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsements if any, including the payment of premium of this Policy and compliance with specified Claims procedure insofar as they relate to anything to be done or complied with by the Insured Beneficiary shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.

9.16. 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 received by the Insurer in full by the due date.

9.17. Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable Costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

9.18. Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Insurer, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

9.19. Complaints

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road, Yerawada, Pune 411 006

E-mail: customercare@bajajallianz.co.in

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Note: Address and contact number of Governing Body of Insurance Council
Secretary General - Governing Body of Insurance Council
JeevanSeva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054
Tel No: 022-2610 6889, 26106245, Fax No. : 022-26106949, 2610 6052, E-mail ID:
inscoun@vsnl.net